



7505 S Holden Street
Midvale, UT 84047
801-567-7200
Midvale.Utah.gov

MIDVALE CITY COUNCIL REGULAR MEETING AGENDA September 2, 2025

Public Notice Is Hereby Given that the **Midvale City Council** will hold a regular meeting on **September 2, 2025** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

Electronic & In-Person City Council Meeting

This meeting will be held electronically and in-person. **Public comments may be submitted electronically to the City Council at Midvale.Utah.gov/PublicComment by 5:00 p.m. on September 1, 2025.**

The meeting will be broadcast on **You-Tube (Midvale.Utah.gov/YouTube)**

6:00 p.m. – WORKSHOP

- Hazard Mitigation Presentation – **[Brian Buckhout, Emergency Planner]**

6:30 p.m. - REGULAR MEETING

I. GENERAL BUSINESS

- WELCOME AND PLEDGE OF ALLEGIANCE
- ROLL CALL
- Unified Police Department Report — **[Chief April Morse]**
- Proclamation Recognizing Fallen Tremonton Officers
- Recognition of Kane Loader for Serving 29 years on the TransJordan Landfill Board
- Boys and Girls Club Presentation — **[Amanda Gardner, President and CEO of the Boys and Girls Club]**

II. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise scheduled for a public hearing on the agenda may address the City Council at this point by stepping to the microphone and giving their name for the record. **Comments should be limited to not more than three (3) minutes unless additional time is authorized by the City Council.** Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on issues not scheduled for public hearing. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

III. COUNCIL REPORTS

- Council Member Bonnie Billings
- Council Member Paul Glover
- Council Member Heidi Robinson
- Council Member Bryant Brown
- Council Member Denece Mikolash

IV. MAYOR REPORT

A. Mayor Dustin Gettel

V. CITY MANAGER REPORT

A. Matt Dahl

VI. PUBLIC HEARINGS

A. Receive Public Comment Regarding Amending Various Use Tables in Title 17 of the Midvale City Municipal Code Correcting Clerical Errors Related to Business License Requirements. — ***[Elizabeth Arnold, Senior Planner]***

ACTION: Consider Ordinance No. 2025-O-14 Amending Various Use Tables in Title 17 of the Midvale City Municipal Code Correcting Clerical Errors Related to business License Requirements

B. Receive Public Comment Regarding Amending Section 17-7-4.3 of the Midvale City Municipal Code relating to Multifamily Development Standards. — ***[Elizabeth Arnold, Senior Planner]***

ACTION: Consider Ordinance No. 2025-O-15 Amending Section 17-7-4.3 of the Midvale City Municipal Code relating to Multifamily Development Standards

VII. CONSENT

A. Consider Minutes of August 19, 2025 Regular Business Meeting and August 19, 2025 Truth in Taxation Meeting — ***[Rori Andreason, H.R. Director/City Recorder]***

VIII. ACTION ITEMS

A. Consider **Resolution No. 2025-R-51** Approving Adoption of Public Art Guidelines — ***[Moira Gray, Economic Development RDA Project Manager]***

B. Consider **Resolution No. 2025-R-52** Approving Amendment to Program Year 2024 CDBG Subrecipient Agreement Between Salt Lake County and Midvale City — ***[Moira Gray, Economic Development RDA Project Manager]***

C. Consider **Resolution No. 2025-R-31** Adopting Updates to the Board and Committee Assignments for Midvale City — ***[Matt Dahl, City Manager]***

D. Consider **Resolution No. 2025-R-49** Approving the Midvale Canal Trail Design Agreement Amendment with Consor North America, Inc. for final design of the Jordan and Salt Lake City Canal. — ***[Adam Olsen, Community Development Director]***

E. Consider **Resolution No. 2025-R-50** Authorizing the Mayor to Execute an Agreement (Station Area Plan Technical Assistance Consultant Agreement) with Wasatch Front Regional Council (WFRC) for the Fashion Place West Station Area Plan — ***[Adam Olsen, Community Development Director]***

F. Consider **Resolution No. 2025-R-45** Approving a Contract with Noland & Son Construction Co. Inc. for Execution of the 2025 Sewer Rehabilitation Project — ***[Branden Anderson, City Engineer]***

G. Review and Approval of **Resolution No. 2025-R-53** Adopting the First Amendment to the Interlocal Cooperation Agreement between Salt Lake County Health Department and Midvale City — **[Matt Dahl, City Manager]**

IX. POSSIBLE CLOSED SESSION

The City Council may, by motion, enter into a Closed Session for:

- A. Discussion of the Character, Professional Competence or Physical or Mental Health of an Individual;
- B. Strategy sessions to discuss pending or reasonably imminent litigation;
- C. Strategy sessions to discuss the purchase, exchange, or lease of real property;
- D. Discussion regarding deployment of security personnel, devices, or systems; and
- E. Investigative proceedings regarding allegations of criminal misconduct.

X. ADJOURN

In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working days advance notice of the meeting. TTY 711

The agenda was posted in the City Hall Lobby, on the City's website at Midvale.Utah.gov and the State Public Notice Website at pmn.utah.gov. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

Date Posted: August 28, 2025

Rori L. Andreason, MMC
H.R. Director/City Recorder



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MIDVALE CITY COUNCIL STAFF REPORT 9/2/2025

SUBJECT

Consider Ordinance No. 2025-O-14 Amending Various Use Tables in Title 17 of the Midvale City Municipal Code Correcting Clerical Errors Related to Business License Requirements.

SUBMITTED BY

Elizabeth Arnold, Senior Planner

BACKGROUND AND ANALYSIS

An audit of all use tables in Title 17 Zoning of the Midvale City Municipal Code was conducted to identify clerical errors relating to business licenses. Clerical errors were identified in the following zones: RM-12, MU, SSC, BJ, RWO, JMO, RC, CI, and TODO. Use tables have been updated to accurately reflect which uses require business licenses.

Public notice has been sent to affected entities as required in 17-3-9.B of the Municipal Code. No comments have been received as of the writing of this report.

-ZONING CODE AMENDMENT CRITERIA-

Midvale City Code 17-3-1(F) outlines the criteria necessary for amendments to the zoning code. A proposal may only be approved if it demonstrates one or more of the following:

1. The proposed amendment promotes the objectives of the general plan and purposes of this title;
2. The proposed amendment promotes the purposes outlined in Utah State Code 10-9a-102;
3. The proposed amendment more clearly explains the intent of the original language or has been amended to make interpretation more straightforward; or
4. Existing zoning code was the result of a clerical error or a mistake of fact.

Staff finds that this proposal meets the fourth criterion listed above by correcting clerical errors.

STAFF RECOMMENDATION

Staff recommends the City Council approve of the text amendment with the following finding:

1. The amendment complies with Midvale City Code 17-3-1(F)(4).

PLANNING COMMISSION RECOMMENDATION

Approve.

RECOMMENDED MOTION

I move that we approve Ordinance No. 2025-O-14 authorizing a text amendment to various use tables in Title 17 of the Midvale City Municipal Code correcting clerical errors related to business license requirements

ATTACHMENTS

1. Draft Ordinance

ORDINANCE NO. 2025-O-14

AN ORDINANCE AMENDING VARIOUS USE TABLES IN TITLE 17 OF THE MIDVALE CITY MUNICIPAL CODE CORRECTING CLERICAL ERRORS RELATED TO BUSINESS LICENSE REQUIREMENTS.

WHEREAS, pursuant to Utah Code Annotated Sections 10-8-84 and 10-9a-501 through 10-9a-503, Midvale City (“the City”) has authority to make and amend any regulation of or within zoning districts or any other provision of the land use ordinance to promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of the municipality; and

WHEREAS, on January 2, 2002, the Midvale City Zoning Ordinance, Title 17 of the Midvale City Municipal Code (the “Code”), became effective and is subject to amendments from time to time pursuant to Section 17-3-1 the Code; and

WHEREAS, pursuant to Section 16-04-010 of the Code, the City desires to promote the protection of public health, life and safety; protect the character and social and economic stability of all parts of the city; protect and preserve the value of land throughout the municipality; guide public and private policy and action; establish responsible standards; prevent pollution and degradation of air, streams, and ponds; preserve the natural beauty and topography; and provide for open spaces through the most effect design and layout of the land;

WHEREAS, pursuant to Section 17-1-1 of the Code, the City desires to promote coordinated development, redevelopment, effective use of land, and site planning; protect and promote public safety, health, and general welfare by providing adequate light and air, water and sewage control, police, fire and wetlands protection; and secure economy in governmental expenditures; and

WHEREAS, the City desires to amend various use tables in Title 17 of the Midvale City Municipal Code correcting clerical errors related to business license requirements; and

WHEREAS, the Planning Commission held a public hearing on August 13, 2025, to review the request for amendments and, after considering all the information received, made a recommendation to approve the amendment request to the City Council; and

WHEREAS, the City Council of Midvale City, Utah held a public hearing on September 2, 2025; and

WHEREAS, after taking into consideration citizen testimony, planning analysis, and the Planning Commission’s recommendation as part of its deliberations, the City Council finds it is appropriate and within the best interest of the City to make changes to the Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Midvale City, Utah as follows:

Section 1. The following sections of the Midvale City Municipal Code are hereby amended as included in the following attachments to this document:

- Attachment A: Amending various use tables in Title 17 of the Midvale City Municipal Code correcting clerical errors related to business license requirements.

Section 2. This ordinance shall take effect upon the date of first publication.

PASSED AND APPROVED this 2nd day of September, 2025.

Dustin Gettel, Mayor

ATTEST:	Voting by City Council	“Aye”	“Nay”
Rori Andreason, MMC City Recorder	Bonnie Billings	_____	_____
	Paul Glover	_____	_____
	Heidi Robinson	_____	_____
	Bryant Brown	_____	_____
	Denece Mikolash	_____	_____

Date of first publication: _____

Attachment A:

17-7-3.2 Use table.

If a use is not specifically designated, then it is prohibited. Uses designated with an asterisk (*) have additional use-specific standards included in subsection [\(A\)](#) of this section. Some uses have additional standards included in Chapter [17-6](#), Supplementary Regulations.

Table 17-7-3.2. Uses

Type	Allowed	Administrative	Conditional	Business License
Accessory Structure, Unoccupied	X			
Assisted Living Facility, Group Home			X	X
Child Care				
Center: 6 children or less		X		X
Facility: 7 to 12 children			X	X
Disabled Care Facility			X	X
Dwellings:				
Single Family	X			
Duplex	X			
Multifamily:				
One-half to one acre		X		

Type	Allowed	Administrative	Conditional	Business License
Over one acre			X	
Fence	X			
External Accessory Dwelling Unit*	X			
Home Occupation	X			X
Internal Accessory Dwelling Unit*	X			
Kennel, Private		X		X
Manufactured Home	X			
Master Planned Development			X	
Municipal Facilities:				
Animal Shelter			X	
Cemeteries	X			
Parks	X			
Public Safety Facility	X		X	
Public Utilities:				
Minor		X		

Type	Allowed	Administrative	Conditional	Business License
Major			X	
Recreational Facilities		X		
Trails		X		
Neighborhood Commercial			X	X
Personal Athletic Facility		X		
Pre-Existing Landscaping	X			
Pre-Existing Lighting	X			
Pre-Existing Lot	X			
Pre-Existing Structure	X			
Quasi-Public Facilities:				
Hospital			X	X
Schools, Private			X	X
Radio Station			X	
Religious/Educational Institute:				
Permanent	X			X

Type	Allowed	Administrative	Conditional	Business License
Temporary			X	X
Telecommunications Facility <35' in height		X		

17-7-5.2 **Uses.**

If a use is not specifically designated, it is prohibited. Uses designated with an asterisk (*) have additional use-specific standards included in subsection [\(A\)](#) of this section. Some uses have additional standards included in Chapter [17-6](#), Supplementary Regulations.

Table 17-7-5.2. Uses

Type	Allowed	Administrative	Conditional	Business License
Accessory Building—Unoccupied, Single Family only	X			
Alcoholic Beverage				
Class A License	X			X
Class B License	X			X
Class C Tavern	X			X
Restaurant	X			X
Package Agency			X	X
Private Club	X			X
State Liquor Store	X			
Animal Hospital			X	X
Assisted Living Facility				

Type	Allowed	Administrative	Conditional	Business License
≤ 1 acre		X		X
> 1 acre			X	X
Athletic, Tennis, Health Club	X			X
Bed and Breakfast	X			X
Cemetery			X	X
Child Care				
≤ 6 children	X			X
≥ 7 children		X		X
Commercial Repair Services	X			X
Commercial Convenience Store			X	X
Comprehensive Mental Health Treatment			X	X
Dwellings				
Single Family	X			
Duplex	X			
Multifamily				

Type	Allowed	Administrative	Conditional	Business License
≤ 1 acre		X		
> 1 acre			X	
Entertainment Center			X	X
Fences				
7' or less	X			
> 7'		X		
Financial Institution				
W/drive-up window	X			X
W/o drive-up window	X			X
External Accessory Dwelling Unit*	X			
Home Occupation	X			X
Hotel/Motel			X	X
Internal Accessory Dwelling Unit*	X			
Kennel, <u>Private</u>		X		X
Manufactured Home	X			

Type	Allowed	Administrative	Conditional	Business License
Master Planned Development			X	
Medical Cannabis Pharmacy*	X			X
Mixed-Use	X			
Mortuary, Funeral Home	X			X
Municipal Facilities				
Parks		X		
Public Safety Facility		X		
Public Utilities				
Minor		X		
Major			X	
Recreational Facilities		X		
Trails		X		
Office				
General	X			X
Intensive and Clinical, Medical			X	X

Type	Allowed	Administrative	Conditional	Business License
Outdoor Dining		X		X
Parking Lot				
Commercial			X	X
Private	X			
Plant Nursery			X	
Pre-Existing Landscaping	X			
Pre-Existing Lighting (outdoor)	X			
Pre-Existing Lot	X			
Pre-Existing Structure	X			
Pre-Existing Use	X			
Quasi-Public Facilities			X	X
Recreation Facility, Commercial			X	X
Religious/Educational Institute				
Permanent	X			X
Temporary		X		X

Type	Allowed	Administrative	Conditional	Business License
Residential Facility, Handicapped			X	X
Residential Facility, Elderly			X	X
Restaurant w/o Drive-Up Window		X		X
Retail and Service Commercial w/o Drive-Up Window		X		X
Shopping Center			X	X
Telecommunications Facility		X		
Transportation Facility				
Major			X	
Minor	X			

17-7-7.2 Uses.

If a use is not specifically designated, it is prohibited. Uses designated with an asterisk (*) have additional use-specific standards included in subsection [\(A\)](#) of this section. Some uses have additional standards included in Chapter [17-6](#), Supplementary Regulations.

Table 17-7-7.2. Uses

Type	Allowed	Administrative	Conditional	Business License
Accessory Building—Unoccupied, Single Family only	X			
Alcoholic Beverage				
Class A License	X			X
Class B License	X			X
Class C Tavern	X			X
Restaurant	X			X
Package Agency			X	X
Private Club	X			X
State Liquor Store	X			
Animal Hospital	X			X
Assembly Use		X		X

Type	Allowed	Administrative	Conditional	Business License
Assisted Living Facility				
≤ 1 acre		X		X
> 1 acre			X	X
Auditorium, Assembly Hall			X	X
Bed and Breakfast			X	X
Cafe/Deli	X			X
Car Wash		X		X
Child Care				
≤ 6 children	X			X
≥ 7 children		X		X
Commercial Repair Services	X			X
Dwellings				
Single Family	X			
Duplex	X			
Multifamily				

Type	Allowed	Administrative	Conditional	Business License
≤ 1 acre		X		
> 1 acre			X	
External Accessory Dwelling Unit*	X			
Entertainment Center			X	X
Fences				
7' or less	X			
> 7'		X		
Financial Institution				
W/drive-up window		X		X
W/o drive-up window	X			X
Heliport			X	X
Home Occupation	X			X
Hotel/Motel			X	X
Internal Accessory Dwelling Unit*	X			
Itinerant Merchant				

Type	Allowed	Administrative	Conditional	Business License
Vending Carts	X			X
Seasonal Food Stands	X			X
Christmas Tree Sales	X			X
Fireworks Stands	X			X
Seasonal Produce Stands	X			X
Seasonal Flower Stands	X			X
Kennel, <u>Commercial</u>		X		X
Manufactured Home	X			
Master Planned Development			X	
Medical Cannabis Pharmacy*	X			X
Mixed-Use	X			X
Mortuary, Funeral Home	X			X
Municipal Facilities				
Parks		X		
Public Safety Facility		X		

Type	Allowed	Administrative	Conditional	Business License
Public Utilities				
Minor		X		
Major			X	
Recreational Facilities		X		
Trails		X		
Nursery, Commercial	X			X
Office				
General	X			X
Intensive and Clinical, Medical			X	X
Outdoor Dining		X		X
Outdoor Storage		X		
Parking Lot				
Commercial			X	X
Private	X			
Pre-Existing Landscaping	X			

Type	Allowed	Administrative	Conditional	Business License
Pre-Existing Lighting (outdoor)	X			
Pre-Existing Lot	X			
Pre-Existing Structure	X			
Pre-Existing Use	X			
Quasi-Public Facilities			X	X
Radio Station	X			X
Recreation Facility				
Commercial			X	X
Private	X			
Religious/Educational Institute				
Permanent	X			X
Temporary			X	X
Restaurant				
W/drive-up window		X		X
W/o drive-up window	X			X

Type	Allowed	Administrative	Conditional	Business License
Retail and Service Commercial				
W/drive-up window		X		X
W/o drive-up window	X			X
24 hour use			X	
Self-Service Storage Facility			X	X
Shopping Center			X	X
Telecommunications Facility		X		
Transportation Facility				
Major			X	
Minor	X			
Vehicle-Related Use				
Rental			X	X
Sales (Minor)		X		X
Sales and Service (Major)			X	X
Filling Station			X	X

Type	Allowed	Administrative	Conditional	Business License
Repair			X	X
Warehouse/Distribution			X	X

A. *Additional Use-Specific Standards.*

1. *Medical Cannabis Pharmacy.*

a. *Proximity Restrictions.*

- i. A medical cannabis pharmacy use shall meet the proximity requirements as specified and amended in Section [26-61a-301](#) of the Utah Code Annotated.

b. *Application Requirements.*

- i. An applicant for a medical cannabis pharmacy use must provide a description of the physical characteristics of the proposed facility, including a site plan, floor plan, architectural elevations, and a security plan as part of the business license application for the use. Fencing and security devices must comply with applicable city requirements.

- ii. When proximity restrictions include area in an adjacent municipality, an applicant for a medical cannabis pharmacy use shall obtain a letter from the adjacent municipality indicating proximity restrictions within this title are satisfied based on existing uses in the area in the adjacent municipality prior to issuance of a business license.

c. *Signage.* In addition to those requirements within this title, all signage associated with a medical cannabis pharmacy use shall comply with any requirements imposed by the state of Utah.

2. *Internal Accessory Dwelling Unit.*

- a. An IADU may only be constructed on a lot with one detached single family dwelling. The property owner must occupy one of the dwelling units on the property as their permanent residence for as long as the IADU remains on the property.
- b. The IADU must conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes. A building permit is required prior to engaging in any construction activity on an IADU.
- c. Installing separate utility meters or separate addresses for an IADU is prohibited.
- d. Any additions to an existing building must comply with the development standards within this chapter.
- e. An IADU must provide off-street parking as described within this chapter.
- f. An IADU may not be constructed within a mobile home or manufactured home.
- g. An IADU may not be constructed on a lot with a total square footage of six thousand or less.
- h. Prior to issuance of a certificate of occupancy for an IADU, the property owner must record a notice against the property's title that includes:
 - i. A description of the primary dwelling;
 - ii. A statement that the property contains an IADU; and
 - iii. A statement that the IADU may only be used in accordance with this title.
- i. An IADU may not be rented or leased for a period of less than thirty consecutive days.
- j. Only one IADU is permitted on each property.

3. *External Accessory Dwelling Unit.*

- a. An EADU may only be constructed on a lot with one detached single family dwelling. The property owner must occupy one of the dwelling units on the property as their permanent residence for as long as the EADU remains on the property.

- b. The EADU must conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes. A building permit is required prior to engaging in any construction activity on an EADU.
- c. Installing separate utility meters or separate addresses for an EADU is prohibited.
- d. An EADU must comply with the standards in Section [17-7-2.8](#).
- e. An EADU must provide off-street parking as described within this chapter.
- f. An EADU may not be constructed on the same lot as a mobile home or manufactured home.
- g. An EADU may not be constructed on a lot with a total square footage of six thousand or less.
- h. Prior to issuance of a certificate of occupancy for an EADU, the property owner must record a notice against the property's title that includes:
 - i. A description of the primary dwelling;
 - ii. A statement that the property contains an EADU; and
 - iii. A statement that the EADU may only be used in accordance with this title.
- i. An EADU may not be rented or leased for a period of less than thirty consecutive days.
- j. Only one EADU is permitted on each property. (Ord. 2025-06 § 1 (Att. A); Ord. 2024-27 § 1 (Att. A); Ord. 2021-19 § 1 (Att. A); Ord. 2020-02 § 1 (Att. A (part)); Ord. 2016-15 § 1 (Att. A (part)); Ord. 2015-05 § 1 (Att. A (part)); Ord. 2014-04 § 1 (Att. A (part)); Ord. 2012-08 § 1 (Att. A (part)); Ord. 2011-09 § 1 (Att. A (part)); Ord. 5/5/2009O-8 § 1 (Att. A (part)); Ord. 8/10/2004O-25 § 1(7) (part); Ord. 3-19-2002A § 1(3) (part); Ord. 11-20-2001 § 2 (part))

The Midvale Municipal Code is current through Ordinance 2025-12, passed June 17, 2025.

Disclaimer: The city clerk's office has the official version of the Midvale Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.midvalecity.org](http://www.midvalecity.org)

[Hosted by General Code.](#)

17-7-9.3 Uses.

If a use is not specifically designated, it is prohibited. Some uses may be prohibited from certain areas of the zone due to environmental constraints. Uses designated with an asterisk (*) have additional use-specific standards included in subsection [\(A\)](#) of this section. Some uses have additional standards included in Chapter [17-6](#), Supplementary Regulations.

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—Unoccupied	•			
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Child Care:				
Center: ≤ 6 children		•		•
Facility: 7 to 12 children			•	•
Disabled Care Facility			•	•
Dwellings:				
Single Family, Detached	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Single Family, Attached	•			
Multifamily 1/2—1 acre		•		
Multifamily > 1 acre			•	
External Accessory Dwelling Unit*	•			
Fences, 7' or less	•			
Home Occupation	•			•
Internal Accessory Dwelling Unit*	•			•
Kennel, Private		•		
Master Planned Development			•	
Municipal Facilities:				
Parks	•			
Public Safety Facility			•	
Library			•	

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Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Postal Facility			•	
Public Utilities:				
Major			•	
Minor	•			
Recreation Facilities	•			
Trails	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Private	•			
Religious/Educational Institution:				
Permanent	•			
Temporary		•		
Telecommunications Facility < 35' in height		•		

Subarea 1—Urban				
Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Animal Hospital			•	•
Assembly <u>Use</u> :				
Electronic Instruments		•		•
Computer		•		•
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Athletic, Tennis, Health Club	•			•

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Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Bed and Breakfast			•	•
Cafe, Deli	•			•
Carwash, Tunnel			•	•
Child Care:				
Center: ≤ 6 children	•			•
Facility: ≥ 7 children		•		•
Disabled Care Facility			•	•
Entertainment Center			•	•
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				
W/o drive-up window	•			•
W/drive-up window		•		•

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Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Itinerant Merchant:				
Seasonal Food Stands	•			•
Christmas Tree Sales	•			•
Fireworks Stands	•			•
Seasonal Produce Stands	•			•
Seasonal Flower Stands	•			•
Manufacturing			•	•
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Mortuary/Funeral Home	•			•
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Library	•			
Postal Facility			•	
Public Utilities				
Major			•	
Minor	•			
Recreation Facilities	•			
Trails	•			
Nursery, Commercial	•			•
Office:				
General	•			•
Intensive			•	•
Outdoor Dining		•		
Outdoor Storage		•		
Parking Lot:				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Commercial			•	•
Private	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Commercial			•	•
Private	•			
Religious/Educational Institution:				
Permanent	•			
Temporary			•	
Restaurant:				
W/o drive-up window	•			•
W/drive-up window		•		•
Retail and Service Commercial:				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Shopping Center			•	•
Telecommunications Facility		•		
Warehouse/Distribution			•	•

Subarea 2—Urban

Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Animal Hospital	•			•
Assembly <u>Use</u> :				
Electronic Instruments		•		•
Computer		•		•
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Athletic, Tennis, Health Club	•			•
Automobile Filling Station, Car Wash, and/or Repair		•		•
Cafe, Deli	•			•
Child Care:				
Center: ≤ 6 children	•			•
Facility: ≥ 7 children		•		•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Disabled Care Facility			•	•
Entertainment Center			•	•
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				
W/o drive-up window	•			•
W/drive-up window		•		•
Hospital, Medical Center			•	•
Hotel/Motel			•	•
Itinerant Merchant:				
Seasonal Food Stands	•			•
Christmas Tree Sales	•			•
Fireworks Stands	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Seasonal Produce Stands	•			•
Seasonal Flower Stands	•			•
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Mortuary/Funeral Home	•			•
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		
Library	•			
Postal Facility			•	
Public Utilities				
Major			•	
Minor	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Recreation Facilities	•			
Trails	•			
Office:				
General	•			•
Intensive			•	•
Outdoor Dining		•		
Outdoor Storage		•		
Parking Lot:				
Commercial			•	•
Private	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Commercial			•	•
Private	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Religious/Educational Institution:				
Permanent	•			
Temporary			•	
Restaurant:				
W/o drive-up window	•			•
W/drive-up window		•		•
Retail and Service Commercial: Large*				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Retail and Service Commercial: Medium**				
W/drive-up window		•		•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
W/o drive-up window	•			•
24-hour use	•			•
Retail and Service Commercial: Small***				
W/drive-up window	•	•		•
W/o drive-up window	•			•
24-hour use				•
Shopping Center			•	•
Telecommunications Facility		•		
Warehouse/Distribution			•	•

Subarea 2—Mixed-Use

Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—unoccupied	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Animal Hospital	•			•
Assembly <u>Use</u> :				
Electronic Instruments		•		•
Computer		•		•
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Athletic, Tennis, Health Club	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Automobile Filling Station, Car Wash, and/or Repair		•		•
Cafe, Deli	•			•
Child Care:				
Center: ≤ 6 children	•			•
Facility: ≥ 7 children		•		•
Disabled Care Facility			•	•
Dwellings:				
Single Fam. Detached	•			
Single Fam. Attached	•			
Multifamily 1/2—1 acre		•		
Multifamily > 1 acre			•	
Entertainment Center			•	•
External Accessory Dwelling Unit*	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				
W/o drive-up window	•			•
W/drive-up window		•		•
Home Occupation	•			•
Hospital, Medical Center			•	•
Hotel/Motel			•	•
Internal Accessory Dwelling Unit*	•			
Kennel, Private		•		
Master Planned Development			•	
Medical Cannabis Pharmacy*	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Mixed-Use—horizontal, vertical	•			•
Mortuary/Funeral Home	•			•
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		
Library	•			
Postal Facility			•	
Public Utilities				
Major			•	
Minor	•			
Recreation Facilities	•			
Trails	•			
Office:				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
General	•			•
Intensive			•	•
Outdoor Dining		•		
Outdoor Storage		•		
Parking Lot:				
Commercial			•	•
Private	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Commercial			•	•
Private	•			
Religious/Educational Institution:				
Permanent	•			
Temporary			•	

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Restaurant:				
W/o drive-up window	•			•
W/drive-up window		•		•
Retail and Service Commercial:				
Large*				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use		•		•
Retail and Service Commercial:				
Medium**				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•	•		•
Retail and Service Commercial:				•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Small***				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•	•		•
Shopping Center			•	•
Telecommunications Facility		•		
Warehouse/Distribution			•	•

Subarea 3—Residential

Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—unoccupied	•			
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Child Care:				
Center: ≤ 6 children		•		•
Facility: 7 to 12 children			•	•
Disabled Care Facility			•	•
Dwellings:				
Single Family, Detached	•			
Single Family, Attached	•			
Multifamily 1/2—1 acre		•		
Multifamily > 1 acre			•	
External Accessory Dwelling Unit*	•			
Fences, 7' or less	•			
Home Occupation	•			•
Internal Accessory Dwelling Unit*	•			

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Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Kennel, Private		•		
Master Planned Development			•	
Municipal Facilities:				
Parks	•			
Public Safety Facility			•	
Library			•	
Postal Facility			•	
Public Utilities:				
Major			•	
Minor	•			
Recreation Facilities	•			
Trails	•			
Quasi-Public Facility			•	•
Recreation Facility:				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Private	•			
Religious/Educational Institution:				
Permanent	•			
Temporary		•		
Telecommunications Facility < 35' in height		•		

Subarea 3—Urban				
Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Animal Hospital	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Assembly <u>Use</u> :				
Electronic Instruments		•		•
Computer		•		•
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Athletic, Tennis, Health Club	•			•
Automobile Filling Station, Car Wash, and/or Repair		•		•
Cafe, Deli	•			•
Child Care:				
Center: ≤ 6 children	•			•
Facility: ≥ 7 children		•		•
Disabled Care Facility			•	•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Entertainment Center			•	•
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				
W/o drive-up window	•			•
W/drive-up window		•		•
Hospital, Medical Center			•	•
Hotel/Motel			•	•
Itinerant Merchant:				
Seasonal Food Stands	•			•
Christmas Tree Sales	•			•
Fireworks Stands	•			•
Seasonal Produce	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Stands				
Seasonal Flower Stands	•			•
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Mortuary/Funeral Home	•			•
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		
Library	•			
Postal Facility			•	
Public Utilities				
Major			•	
Minor	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Recreation Facilities	•			
Trails	•			
Office:				
General	•			•
Intensive			•	•
Outdoor Dining		•		
Outdoor Storage		•		
Parking Lot:				
Commercial			•	•
Private	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Commercial			•	•
Private	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Religious/Educational Institution:				
Permanent	•			
Temporary			•	
Restaurant:				
W/o drive-up window	•			•
W/drive-up window		•		•
Retail and Service Commercial: Large*				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Retail and Service Commercial: Medium**				
W/drive-up window		•		•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
W/o drive-up window	•			•
24-hour use	•			•
Retail and Service Commercial: Small***				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Shopping Center			•	•
Telecommunications Facility		•		
Warehouse/Distribution			•	•

Subarea 3—Mixed-Use

Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—unoccupied	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Athletic, Tennis, Health Club	•			•
Cafe, Deli	•			•
Child Care:				
Center: ≤ 6 children	•			•
Facility: ≥ 7 children		•		•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Disabled Care Facility			•	•
Dwellings:				
Single Family Detached	•			
Single Family Attached	•			
Multifamily 1/2—1 acre		•		
Multifamily > 1 acre			•	
External Accessory Dwelling Unit*	•			
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				
W/o drive-up window	•			•
W/drive-up window		•		•
Home Occupation	•			•

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Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Internal Accessory Dwelling Unit*	•			
Kennel, Private		•		▲
Master Planned Development			•	
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		
Library	•			
Postal Facility			•	
Public Utilities				
Major			•	
Minor	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Recreation Facilities	•			
Trails	•			
Office:				
General	•			•
Intensive			•	•
Outdoor Dining		•		
Parking Lot:				
Private	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Commercial			•	•
Private	•			
Religious/Educational Institution:				
Permanent	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Temporary			•	
Retail and Service Commercial: Medium**				
W/o drive-up window	•			•
Retail and Service Commercial: Small***				
W/o drive-up window	•			•
Telecommunications Facility		•		

Subarea 4—Residential

Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—unoccupied	•			
Assisted Living:				
≤ 1/2 acre		•		•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
> 1/2 acre			•	•
Child Care:				
Center: ≤ 6 children		•		•
Facility: 7 to 12 children			•	•
Disabled Care Facility			•	•
Dwellings:				
Single Family, Detached	•			
Single Family, Attached	•			
Multifamily 1/2—1 acre		•		
Multifamily > 1 acre			•	
External Accessory Dwelling Unit*	•			
Fences, 7' or less	•			
Home Occupation	•			•
Internal Accessory	•			

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Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Dwelling Unit*				
Kennel, Private		•		
Master Planned Development			•	
Municipal Facilities:				
Parks	•			
Public Safety Facility			•	
Library			•	
Postal Facility			•	
Public Utilities:				
Major			•	
Minor	•			
Recreation Facilities	•			
Trails	•			
Quasi-Public Facility			•	•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Recreation Facility:				
Private	•			
Religious/Educational Institution:				
Permanent	•			
Temporary		•		
Telecommunications Facility < 35' in height		•		

Subarea 4—Urban				
Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Animal Hospital			•	•
Assembly <u>Use</u> :				
Electronic Instruments		•		•
Computer		•		•
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Athletic, Tennis, Health Club	•			•
Bed and Breakfast			•	•
Cafe, Deli	•			•
Carwash, Tunnel			•	•
Child Care:				
Center: ≤ 6 children	•			•
Facility: ≥ 7 children		•		•

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Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Disabled Care Facility			•	•
Entertainment Center			•	•
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				
W/o drive-up window	•			•
W/drive-up window		•		•
Itinerant Merchant:				
Seasonal Food Stands	•			•
Christmas Tree Sales	•			•
Fireworks Stands	•			•
Seasonal Produce Stands	•			•
Seasonal Flower Stands	•			•

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Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Manufacturing			•	•
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Mortuary/Funeral Home	•			•
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		
Library	•			
Postal Facility			•	
Public Utilities				
Major			•	
Minor	•			
Recreation Facilities	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Trails	•			
Nursery, Commercial	•			•
Office:				
General	•			•
Intensive			•	•
Outdoor Dining		•		
Outdoor Storage		•		
Parking Lot:				
Commercial			•	•
Private	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Commercial			•	•
Private	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Religious/Educational Institution:				
Permanent	•			
Temporary			•	
Restaurant:				
W/o drive-up window	•			•
W/drive-up window		•		•
Retail and Service Commercial:				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Shopping Center			•	•
Telecommunications Facility		•		
Warehouse/Distribution			•	•

Subarea 4—Mixed-Use				
Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—unoccupied	•			
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Athletic, Tennis, Health Club	•			•
Cafe, Deli	•			•
Child Care:				
Center: ≤ 6 children	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Facility: ≥ 7 children		•		•
Disabled Care Facility			•	•
Dwellings:				
Single Family Detached	•			
Single Family Attached	•			
Multifamily 1/2—1 acre		•		
Multifamily > 1 acre		•		
External Accessory Dwelling Unit*	•			
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				
W/o drive-up window	•			•
W/drive-up window		•		•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Home Occupation	•			•
Internal Accessory Dwelling Unit*	•			
Kennel, Private		•		
Master Planned Development			•	
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		
Library	•			
Postal Facility			•	
Public Utilities				
Major			•	

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Minor	•			
Recreation Facilities	•			
Trails	•			
Office:				
General	•			•
Intensive			•	•
Outdoor Dining		•		
Parking Lot:				
Private	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Private	•			
Religious/Educational Institution:				
Permanent	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Temporary			•	
Retail and Service Commercial: Medium**				
W/o drive-up window	•			•
Retail and Service Commercial: Small***				
W/o drive-up window	•			•
Telecommunications Facility		•		

Subarea 5—Urban

Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Animal Hospital	•			•
Assembly <u>Use</u> :				
Electronic Instruments		•		•
Computer		•		•
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Athletic, Tennis, Health Club	•			•
Automobile Filling Station, Car Wash and/or Repair		•		•
Cafe, Deli	•			•
Child Care:				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Center: ≤ 6 children	•			•
Facility: ≥ 7 children		•		•
Disabled Care Facility			•	•
Entertainment Center			•	•
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				
W/o drive-up window	•			•
W/drive-up window		•		•
Hospital, Medical Center			•	•
Hotel/Motel			•	•
Itinerant Merchant:				
Seasonal Food Stands	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Christmas Tree Sales	•			•
Fireworks Stands	•			•
Seasonal Produce Stands	•			•
Seasonal Flower Stands	•			•
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Mortuary/Funeral Home	•			•
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		
Library	•			
Postal Facility			•	
Public Utilities				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Major			•	
Minor	•			
Recreation Facilities	•			
Trails	•			
Office:				
General	•			•
Intensive			•	•
Outdoor Dining		•		
Outdoor Storage		•		
Parking Lot:				
Commercial			•	•
Private	•			
Quasi-Public Facility			•	•
Recreation Facility:				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Commercial			•	•
Private	•			
Religious/Educational Institution:				
Permanent	•			
Temporary			•	
Restaurant:				
W/o drive-up window	•			•
W/drive-up window		•		•
Retail and Service Commercial: Large*				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Retail and Service				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Commercial: Medium**				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Retail and Service Commercial: Small***				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Shopping Center			•	•
Telecommunications Facility		•		
Warehouse/Distribution			•	•
Subarea 5—Mixed-Use				

Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—unoccupied	•			
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Athletic, Tennis, Health Club	•			•
Bed and Breakfast Inn	•			•
Cafe, Deli	•			•
Child Care:				
Center: ≤ 6 children	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Facility: ≥ 7 children		•		•
Disabled Care Facility			•	•
Dwellings:				
Single Family Attached	•			
Multifamily 1/2—1 acre		•		
Multifamily > 1 acre			•	
External Accessory Dwelling Unit*	•			
Entertainment Center			•	•
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				
W/o drive-up window	•			•
W/drive-up window		•		•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Home Occupation	•			•
Internal Accessory Dwelling Unit*	•			
Master Planned Development			•	
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		
Library	•			
Postal Facility			•	
Public Utilities				
Major			•	
Minor	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Recreation Facilities	•			
Trails	•			
Office:				
General	•			•
Intensive			•	•
Outdoor Dining		•		
Parking Lot:				
Commercial			•	•
Private	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Commercial			•	•
Private	•			
Religious/Educational Institution:				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Permanent	•			
Temporary			•	
Retail and Service Commercial: Medium**	•			•
W/drive-up window		•		•
W/o drive-up window	•	•		•
24-hour use	•			•
Retail and Service Commercial: Small***	•			•
W/drive-up window		•		•
W/o drive-up window	•	•		•
24-hour use	•			•
Shopping Center			•	•
Telecommunications Facility		•		

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Subarea 6—Mixed-Use				
Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—unoccupied	•			
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Athletic, Tennis, Health Club	•			•
Cafe, Deli	•			•
Child Care:				
Center: ≤ 6 children	•			•
Facility: ≥ 7 children		•		•
Disabled Care Facility			•	•
Dwellings:				
Single Family Detached	•			
Single Family Attached	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Multifamily 1/2—1 acre		•		
Multifamily > 1 acre			•	
External Accessory Dwelling Unit*	•			
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				
W/o drive-up window	•			•
W/drive-up window		•		•
Home Occupation	•			•
Internal Accessory Dwelling Unit*	•			
Kennel, Private		•		
Master Planned Development			•	

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		
Library	•			
Postal Facility			•	
Public Utilities				
Major			•	
Minor	•			
Recreation Facilities	•			
Trails	•			
Office:				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
General	•			•
Intensive			•	•
Outdoor Dining		•		
Outdoor Storage		•		
Parking Lot:				
Commercial			•	•
Private	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Commercial			•	•
Private	•			
Religious/Educational Institution:				
Permanent	•			
Temporary			•	

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Retail and Service Commercial: Medium**	•			•
W/drive-up window		•		•
W/o drive-up window	•	•		•
Retail and Service Commercial: Small***	•			•
W/drive-up window		•		•
W/o drive-up window	•	•		•
Telecommunications Facility		•		
Warehouse/Distribution			•	•

** Medium: 12,500 SF to 24,999 SF, single tenant

*** Small: 400 SF to 12,499 SF, single tenant

17-7-9.12.1.3Use.

Uses are categorized by subarea and land use designation as defined in the large scale master plan for Bingham Junction. If a use is not specifically designated, it is prohibited. Uses designated with an asterisk (*) have additional use-specific standards included in subsection [\(A\)](#) of this section. Some uses have additional standards included in Chapter [17-6](#), Supplementary Regulations.

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—unoccupied	*			
Assisted Living:				
≤ 1/2 acre		*		*
> 1/2 acre			*	*
Child Care:				
Center: ≤ 6 children		*		*
Facility: 7 to 12 children			*	*
Disabled Care Facility			*	*
Dwellings:				
Single Family, Detached	*			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Single Family, Attached	•			
Multifamily 1/2—1 acre		•		
Multifamily > 1 acre			•	
External Accessory Dwelling Unit*	•			
Fences, 7' or less	•			
Home Occupation	•			•
Internal Accessory Dwelling Unit*	•			
Master Planned Development			•	
Municipal Facilities:				
Parks	•			
Public Safety Facility			•	
Library			•	
Postal Facility			•	

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Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Public Utilities:				
Minor	•			
Recreation Facilities	•			
Trails	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Private	•			
Religious/Educational Institution:				
Permanent	•			
Temporary		•		
Telecommunications Facility < 35' in height		•		

Subarea 1—Retail/Office/Flex				
Use Type	Allowed	Administrative	Conditional	Business License

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Athletic, Tennis, Health Club	•			•
Animal Hospital			•	•
Assembly <u>Use</u> :				
Electronic Instruments		•		•
Computer		•		•
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•

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Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Bed and Breakfast			•	•
Cafe, Deli	•			•
Carwash, Tunnel			•	•
Child Care:				
Center: ≤ 6 children	•			•
Facility: ≥ 7 children		•		•
Disabled Care Facility			•	•
Entertainment Center			•	•
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				
W/o drive-up window	•			•
W/drive-up window		•		•

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Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Itinerant Merchant:				
Seasonal Food Stands	•			•
Christmas Tree Sales	•			•
Seasonal Produce Stands	•			•
Seasonal Flower Stands	•			•
Manufacturing			•	•
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Mortuary/Funeral Home	•			•
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		
Library	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Postal Facility			•	
Public Utilities				
Minor	•			
Recreation Facilities	•			
Trails	•			
Nursery, Commercial	•			•
Office:				
General	•			•
Intensive			•	•
Outdoor Dining		•		
Parking Lot:				
Commercial			•	•
Private	•			
Quasi-Public Facility			•	•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Recreation Facility:				
Commercial			•	•
Private	•			
Religious/Educational Institution:				
Permanent	•			
Temporary			•	
Restaurant:				
W/o drive-up window	•			•
W/drive-up window		•		•
Retail and Service Commercial:				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Shopping Center			•	•
Telecommunications Facility		•		
Subarea 2—Retail/Office/Flex				
Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			
State Liquor Store	•			•
Athletic, Tennis, Health Club	•			•
Animal Hospital	•			•
Assembly <u>Use</u> :				
Electronic Instruments		•		•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Computer		•		•
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Cafe, Deli	•			•
Child Care:				
Center: ≤ 6 children	•			•
Facility: ≥ 7 children		•		•
Disabled Care Facility			•	•
Entertainment Center			•	•
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
W/o drive-up window	•			•
W/drive-up window		•		•
Hotel/Motel			•	•
Hospital, Medical Center			•	•
Itinerant Merchant:				
Seasonal Food Stands	•			•
Christmas Tree Sales	•			•
Seasonal Produce Stands	•			•
Seasonal Flower Stands	•			•
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Mortuary/Funeral Home	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		
Library	•			
Postal Facility			•	
Public Utilities				
Minor	•			
Recreation Facilities	•			
Trails	•			
Office:				
General	•			•
Intensive			•	•
Outdoor Dining		•		
Parking Lot:				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Commercial			•	•
Private	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Commercial			•	•
Private	•			
Religious/Educational Institution:				
Permanent	•			
Temporary			•	
Restaurant:				
W/o drive-up window	•			•
W/drive-up window		•		•
Retail and Service Commercial: Large*				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Retail and Service Commercial: Medium**				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Retail and Service Commercial: Small***				
W/drive-up window	•	•		•
W/o drive-up window	•			•
24-hour use				•
Shopping Center			•	•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Telecommunications Facility		•		
Subarea 2—Mixed-Use				
Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—unoccupied	•			
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Animal Hospital	•			•
Assembly <u>Use</u> :				
Electronic Instruments		•		•
Computer		•		•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Athletic, Tennis, Health Club	•			•
Cafe, Deli	•			•
Child Care:				
Center: ≤ 6 children	•			•
Facility: ≥ 7 children		•		•
Disabled Care Facility			•	•
Dwellings:				
Single Family Detached	•			
Single Family Attached	•			
Multifamily 1/2—1 acre		•		
Multifamily > 1 acre			•	

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Entertainment Center			•	•
External Accessory Dwelling Unit*	•			
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				
W/o drive-up window	•			•
W/drive-up window		•		•
Home Occupation	•			•
Hospital, Medical Center			•	•
Hotel/Motel			•	•
Internal Accessory Dwelling Unit*	•			
Master Planned Development			•	

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Mortuary/Funeral Home	•			•
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		
Library	•			
Postal Facility			•	
Public Utilities				
Minor	•			
Recreation Facilities	•			
Trails	•			
Office:				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
General	•			•
Intensive			•	•
Outdoor Dining		•		
Parking Lot:				
Commercial			•	•
Private	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Commercial			•	•
Private	•			
Religious/Educational Institution:				
Permanent	•			
Temporary			•	
Restaurant:				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
W/o drive-up window	•			•
W/drive-up window		•		•
Retail and Service Commercial: Large*				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use		•		•
Retail and Service Commercial: Medium**				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•	•		•
Retail and Service Commercial: Small***				

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•	•		•
Shopping Center			•	•
Telecommunications Facility		•		

Subarea 5—Retail/Office/Flex				
Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Athletic, Tennis, Health Club	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Animal Hospital	•			•
Assembly <u>Use</u> :				
Electronic Instruments		•		•
Computer		•		•
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Automobile Filling Station, Car Wash and/or Repair		•		•
Cafe, Deli	•			•
Child Care:				
Center: ≤ 6 children	•			•
Facility: ≥ 7 children		•		•
Disabled Care Facility			•	•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Entertainment Center			•	•
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				
W/o drive-up window	•			•
W/drive-up window		•		•
Hotel/Motel			•	•
Hospital, Medical Center			•	•
Itinerant Merchant:				
Seasonal Food Stands	•			•
Christmas Tree Sales	•			•
Fireworks Stands	•			•
Seasonal Produce	•			•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Stands				
Seasonal Flower Stands	•			•
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Mortuary/Funeral Home	•			•
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		
Library	•			
Postal Facility			•	
Public Utilities				
Major			•	
Minor	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Recreation Facilities	•			
Trails	•			
Office:				
General	•			•
Intensive			•	•
Outdoor Dining		•		
Outdoor Storage		•		
Parking Lot:				
Commercial			•	•
Private	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Commercial			•	•
Private	•			

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Religious/Educational Institution:				
Permanent	•			
Temporary			•	
Restaurant:				
W/o drive-up window	•			•
W/drive-up window		•		•
Retail and Service Commercial: Large*				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Retail and Service Commercial: Medium**				
W/drive-up window		•		•

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
W/o drive-up window	•			•
24-hour use	•			•
Retail and Service Commercial: Small***				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Shopping Center			•	•
Telecommunications Facility		•		
Warehouse/Distribution			•	•

* Large: 25,000 SF or larger, single tenant

** Medium: 12,500 SF to 24,999 SF, single tenant

*** Small: 400 SF to 12,499 SF, single tenant

17-7-9.12.2.3 Use.

Uses are categorized by subarea and land use designation as defined in the large-scale master plan for Bingham Junction. If a use is not specifically designated, it is prohibited. Uses designated with an asterisk (*) have additional use-specific standards included in subsection (A) of this section. Some uses have additional standards included in Chapter [17-6](#), Supplementary Regulations.

Subarea 2—Urban				
Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Animal Hospital	•			•
Assembly <u>Use</u> :				
Electronic Instruments		•		•
Computer		•		•
Assisted Living:				

Subarea 2—Urban

Use Type	Allowed	Administrative	Conditional	Business License
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Athletic, Tennis, Health Club	•			•
Automobile Filling Station, Car Wash, and/or Repair		•		•
Cafe, Deli	•			•
Child Care:				
Center: ≤ 6 children	•			•
Facility: ≥ 7 children		•		•
Disabled Care Facility			•	•
Entertainment Center			•	•
Fences:				
7' or less	•			
7' or more		•		
Financial Institution:				

Subarea 2—Urban

Use Type	Allowed	Administrative	Conditional	Business License
W/o drive-up window	•			•
W/drive-up window		•		•
Hospital, Medical Center			•	•
Hotel/Motel			•	•
Itinerant Merchant:				
Seasonal Food Stands	•			•
Christmas Tree Sales	•			•
Fireworks Stands	•			•
Seasonal Produce Stands	•			•
Seasonal Flower Stands	•			•
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Mortuary/Funeral Home	•			•
Municipal Facilities:				

Subarea 2—Urban

Use Type	Allowed	Administrative	Conditional	Business License
Parks	•			
Public Safety Facility		•		
Library	•			
Postal Facility			•	
Public Utilities				
Major			•	
Minor	•			
Recreation Facilities	•			
Trails	•			
Office:				
General	•			•
Intensive			•	•
Outdoor Dining		•		
Outdoor Storage		•		

Subarea 2—Urban

Use Type	Allowed	Administrative	Conditional	Business License
Parking Lot:				
Commercial			•	•
Private	•			
Quasi-Public Facility			•	•
Recreation Facility:				
Commercial			•	•
Private	•			
Religious/Educational Institution:				
Permanent	•			
Temporary			•	
Restaurant:				
W/o drive-up window	•			•
W/drive-up window		•		•
Retail and Service Commercial:				

Subarea 2—Urban				
Use Type	Allowed	Administrative	Conditional	Business License
Large****				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Retail and Service Commercial:				
Medium**				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Retail and Service Commercial:				
Small***				
W/drive-up window	•	•		•
W/o drive-up window	•			•
24-hour use				•

Subarea 2—Urban

Use Type	Allowed	Administrative	Conditional	Business License
Shopping Center			•	•
Telecommunications Facility		•		
Warehouse/Distribution			•	•

Subarea 2—Mixed-Use

Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—unoccupied	•			
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Animal Hospital	•			•
Assembly <u>Use</u> :				

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Electronic Instruments		•			•
Computer		•			•
Assisted Living:					
≤ 1/2 acre		•			•
> 1/2 acre			•		•
Athletic, Tennis, Health Club	•				•
Automobile Filling Station, Car Wash, and/or Repair		•			•
Cafe, Deli	•				•
Child Care:					
Center: ≤ 6 children	•				•
Facility: ≥ 7 children		•			•
Disabled Care Facility			•		•
Dwellings:					

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Single Family Detached	•				
Single Family Attached	•				
Multifamily 1/2—1 acre		•			
Multifamily > 1 acre			•		
Entertainment Center			•	•	
External Accessory Dwelling Unit*	•				
Fences:					
7' or less	•				
7' or more		•			
Financial Institution:					
W/o drive-up window	•				•
W/drive-up window		•			•
Home Occupation	•				•
Hospital, Medical			•		•

Subarea 2—Urban					
Use Type		Allowed	Administrative	Conditional	Business License
Center					
Hotel/Motel			•		•
Internal Accessory Dwelling Unit*	•				
Kennel, Private		•			
Master Planned Development			•		
Medical Cannabis Pharmacy*	•				•
Mixed-Use—horizontal, vertical	•				•
Mortuary/Funeral Home	•				•
Municipal Facilities:					
Parks	•				
Public Safety Facility		•			
Library	•				

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Postal Facility			•		
Public Utilities					
Major			•		
Minor	•				
Recreation Facilities	•				
Trails	•				
Office:					
General	•				•
Intensive			•		•
Outdoor Dining		•			
Outdoor Storage		•			
Parking Lot:					
Commercial			•		•
Private	•				

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Quasi-Public Facility				•	•
Recreation Facility:					
Commercial				•	•
Private	•				
Religious/Educational Institution:					
Permanent	•				
Temporary				•	
Restaurant:					
W/o drive-up window	•				•
W/drive-up window		•			•
Retail and Service Commercial:					
Large****					
W/drive-up window		•			•

Subarea 2—Urban					
Use Type		Allowed	Administrative	Conditional	Business License
W/o drive-up window		•			•
24-hour use		•		•	
Retail and Service Commercial:					
Medium**					
W/drive-up window		•		•	
W/o drive-up window		•			•
24-hour use		•	•		•
Retail and Service Commercial:					
Small***					
W/drive-up window		•		•	
W/o drive-up window		•			•
24-hour use		•	•		•
Shopping Center				•	•

Subarea 2—Urban				
Use Type	Allowed	Administrative	Conditional	Business License
Telecommunications Facility		•		
Warehouse/Distribution			•	•

Subarea 3—Residential

Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—unoccupied	•			
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Child Care:				
Center: ≤ 6 children		•		•
Facility: 7 to 12 children			•	•
Disabled Care Facility			•	•
Dwellings:				

Subarea 2—Urban					
Use Type		Allowed	Administrative	Conditional	Business License
Single Family, Detached	•				
Single Family, Attached	•				
Multifamily 1/2—1 acre		•			
Multifamily > 1 acre			•		
External Accessory Dwelling Unit*	•				
Fences, 7' or less	•				
Home Occupation	•			•	
Internal Accessory Dwelling Unit*	•				
Kennel, Private		•			
Master Planned Development			•		
Municipal Facilities:					
Parks	•				
Public Safety Facility			•		

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Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Library			•		
Postal Facility			•		
Public Utilities:					
Major			•		
Minor	•				
Recreation Facilities	•				
Trails	•				
Quasi-Public Facility			•	•	
Recreation Facility:					
Private	•				
Religious/Educational Institution:					
Permanent	•				
Temporary		•			
Telecommunications		•			

Subarea 2—Urban

Use Type	Allowed	Administrative	Conditional	Business License
Facility < 35' in height				

Subarea 3—Urban

Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Animal Hospital	•			•
Assembly <u>Use</u> :				
Electronic Instruments		•		•
Computer		•		•
Assisted Living:				
≤ 1/2 acre		•		•

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
> 1/2 acre				•	•
Athletic, Tennis, Health Club		•			•
Automobile Filling Station, Car Wash, and/or Repair				•	
Cafe, Deli		•			•
Child Care:					
Center: ≤ 6 children		•			•
Facility: ≥ 7 children				•	
Disabled Care Facility				•	•
Entertainment Center				•	•
Fences:					
7' or less		•			
7' or more					
Financial Institution:					

Subarea 2—Urban

Use Type	Allowed	Administrative	Conditional	Business License
W/o drive-up window	•			•
W/drive-up window		•		•
Hospital, Medical Center			•	•
Hotel/Motel			•	•
Itinerant Merchant:				
Seasonal Food Stands	•			•
Christmas Tree Sales	•			•
Fireworks Stands	•			•
Seasonal Produce Stands	•			•
Seasonal Flower Stands	•			•
Medical Cannabis Pharmacy*	•			•
Mixed-Use—horizontal, vertical	•			•
Mortuary/Funeral	•			•

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Home					
Municipal Facilities:					
Parks	•				
Public Safety Facility		•			
Library	•				
Postal Facility			•		
Public Utilities					
Major			•		
Minor	•				
Recreation Facilities	•				
Trails	•				
Office:					
General	•				•
Intensive			•		•

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Outdoor Dining		•			
Outdoor Storage		•			
Parking Lot:					
Commercial			•		•
Private	•				
Quasi-Public Facility			•		•
Recreation Facility:					
Commercial			•		•
Private	•				
Religious/Educational Institution:					
Permanent	•				
Temporary			•		
Restaurant:					
W/o drive-up window	•				•

Subarea 2—Urban					
Use Type		Allowed	Administrative	Conditional	Business License
W/drive-up window		•			•
Retail and Service Commercial:					
Large****					
W/drive-up window		•			•
W/o drive-up window	•				•
24-hour use	•				•
Retail and Service Commercial:					
Medium**					
W/drive-up window		•			•
W/o drive-up window	•				•
24-hour use	•				•
Retail and Service Commercial:					
Small***					

Subarea 2—Urban

Use Type	Allowed	Administrative	Conditional	Business License
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Shopping Center			•	•
Telecommunications Facility		•		
Warehouse/Distribution			•	•

Subarea 3—Mixed-Use

Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—unoccupied	•			
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
State Liquor Store	•				•
Assisted Living:					
≤ 1/2 acre		•			•
> 1/2 acre			•		•
Athletic, Tennis, Health Club	•				•
Cafe, Deli	•				•
Child Care:					
Center: ≤ 6 children	•				•
Facility: ≥ 7 children		•			•
Disabled Care Facility			•		•
Dwellings:					
Single Family Detached	•				
Single Family Attached	•				
Multifamily 1/2—1 acre		•			

Subarea 2—Urban					
Use Type		Allowed	Administrative	Conditional	Business License
Multifamily > 1 acre			•		
External Accessory Dwelling Unit*	•				
Fences:					
7' or less	•				
7' or more		•			
Financial Institution:					
W/o drive-up window	•				•
W/drive-up window		•			•
Home Occupation	•			•	
Internal Accessory Dwelling Unit*	•				
Kennel, Private		•			•
Master Planned Development			•		
Medical Cannabis Pharmacy*	•				•

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Subarea 2—Urban

Use Type	Allowed	Administrative	Conditional	Business License
Mixed-Use—horizontal, vertical	•			•
Municipal Facilities:				
Parks	•			
Public Safety Facility		•		
Library	•			
Postal Facility			•	
Public Utilities				
Major			•	
Minor	•			
Recreation Facilities	•			
Trails	•			
Office:				
General	•			•
Intensive			•	•

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Outdoor Dining		•			
Parking Lot:					
Private	•				
Quasi-Public Facility			•		•
Recreation Facility:					
Commercial			•		•
Private	•				
Religious/Educational Institution:					
Permanent	•				
Temporary			•		
Retail and Service Commercial:					
Medium**					
W/o drive-up window	•				•
Retail and Service					

Subarea 2—Urban						
Use Type		Allowed	Administrative	Conditional	Business License	
Commercial:						
Small**						
W/o drive-up window	•					
Telecommunications Facility			•			
Subarea 4—Residential						
Use Type	Allowed	Administrative	Conditional	Business License		
Accessory Structure—unoccupied	•					
Assisted Living:						
≤ 1/2 acre			•			
> 1/2 acre					•	
Child Care:						
Center: ≤ 6 children			•			
Facility: 7 to 12 children					•	

Subarea 2—Urban						
Use Type		Allowed	Administrative	Conditional	Business License	
Disabled Care Facility				•	•	
Dwellings:						
Single Family, Detached	•					
Single Family, Attached	•					
Multifamily 1/2—1 acre		•				
Multifamily > 1 acre			•			
External Accessory Dwelling Unit*	•					
Fences, 7' or less	•					
Home Occupation	•			•		
Internal Accessory Dwelling Unit*	•					
Kennel, Private		•				
Master Planned Development			•			
Municipal Facilities:						

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Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Parks	•				
Public Safety Facility			•		
Library			•		
Postal Facility			•		
Public Utilities:					
Major			•		
Minor	•				
Recreation Facilities	•				
Trails	•				
Quasi-Public Facility			•	•	
Recreation Facility:					
Private	•				
Religious/Educational Institution:					
Permanent	•				

Subarea 2—Urban					
Use Type		Allowed	Administrative	Conditional	Business License
Temporary		•			
Telecommunications Facility < 35' in height		•			

Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Animal Hospital			•	•
Assembly <u>Use</u> :				
Electronic Instruments		•		•
Computer		•		•

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Subarea 2—Urban					
Use Type		Allowed	Administrative	Conditional	Business License
Assisted Living:					
≤ 1/2 acre		•		•	
> 1/2 acre				•	
Athletic, Tennis, Health Club		•		•	
Bed and Breakfast				•	
Cafe, Deli		•		•	
Carwash, Tunnel				•	
Child Care:					
Center: ≤ 6 children		•		•	
Facility: ≥ 7 children		•		•	
Disabled Care Facility				•	
Entertainment Center				•	
Fences:					
7' or less		•			

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Subarea 2—Urban					
Use Type		Allowed	Administrative	Conditional	Business License
7' or more		•			
Financial Institution:					
W/o drive-up window	•				•
W/drive-up window		•			•
Itinerant Merchant:					
Seasonal Food Stands	•				•
Christmas Tree Sales	•				•
Fireworks Stands	•				•
Seasonal Produce Stands	•				•
Seasonal Flower Stands	•				•
Manufacturing			•		•
Medical Cannabis Pharmacy*	•				•
Mixed-Use—horizontal, vertical	•				•

Subarea 2—Urban

	Use Type	Allowed	Administrative	Conditional	Business License
Mortuary/Funeral Home	•				•
Municipal Facilities:					
Parks	•				
Public Safety Facility		•			
Library	•				
Postal Facility			•		
Public Utilities					
Major			•		
Minor	•				
Recreation Facilities	•				
Trails	•				
Nursery, Commercial	•				•
Office:					
General	•				•

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Intensive			•	•	
Outdoor Dining		•			
Outdoor Storage		•			
Parking Lot:					
Commercial			•	•	
Private	•				
Quasi-Public Facility			•	•	
Recreation Facility:					
Commercial			•	•	
Private	•				
Religious/Educational Institution:					
Permanent	•				
Temporary			•		
Restaurant:					

Subarea 2—Urban

Use Type	Allowed	Administrative	Conditional	Business License
W/o drive-up window	•			•
W/drive-up window		•		•
Retail and Service Commercial:				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Shopping Center			•	•
Telecommunications Facility		•		
Warehouse/Distribution			•	•

Subarea 4—Mixed-Use

Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—unoccupied	•			
Alcoholic Beverage:				

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Package Agency			•	•	
Private Club/Tavern	•				•
Restaurant, Beer Retailer, etc.	•				•
State Liquor Store	•				•
Assisted Living:					
≤ 1/2 acre		•			•
> 1/2 acre			•		•
Athletic, Tennis, Health Club	•				•
Cafe, Deli	•				•
Child Care:					
Center: ≤ 6 children	•				•
Facility: ≥ 7 children		•			•
Disabled Care Facility			•		•

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Dwellings:					
Single Family Detached	•				
Single Family Attached	•				
Multifamily 1/2—1 acre		•			
Multifamily > 1 acre		•			
External Accessory Dwelling Unit*	•				
Fences:					
7' or less	•				
7' or more		•			
Financial Institution:					
W/o drive-up window	•				•
W/drive-up window		•			•
Home Occupation	•				•
Internal Accessory	•				

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Dwelling Unit*					
Kennel, Private		•			
Master Planned Development			•		
Medical Cannabis Pharmacy*	•				•
Mixed-Use—horizontal, vertical	•				•
Municipal Facilities:					
Parks	•				
Public Safety Facility		•			
Library	•				
Postal Facility			•		
Public Utilities					
Major			•		
Minor	•				

Subarea 2—Urban

	Use Type	Allowed	Administrative	Conditional	Business License
Recreation Facilities	•				
Trails	•				
Office:					
General	•				•
Intensive			•		•
Outdoor Dining		•			
Parking Lot:					
Private	•				
Quasi-Public Facility			•		•
Recreation Facility:					
Private	•				
Religious/Educational Institution:					
Permanent	•				
Temporary			•		

Subarea 2—Urban

Use Type	Allowed	Administrative	Conditional	Business License
Retail and Service Commercial: Medium**				
W/o drive-up window	•			•
Retail and Service Commercial: Small***				
W/o drive-up window	•			•
Telecommunications Facility		•		

Subarea 5—Urban

Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency			•	•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
State Liquor Store	•				•
Animal Hospital	•				•
Assembly <u>Use</u> :					
Electronic Instruments		•			•
Computer		•			•
Assisted Living:					
≤ 1/2 acre		•			•
> 1/2 acre			•		•
Athletic, Tennis, Health Club	•				•
Automobile Filling Station, Car Wash and/or Repair		•			•
Cafe, Deli	•				•
Child Care:					
Center: ≤ 6 children	•				•

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Facility: ≥ 7 children		•			•
Disabled Care Facility			•		•
Entertainment Center			•		•
Fences:					
7' or less	•				
7' or more		•			
Financial Institution:					
W/o drive-up window	•				•
W/drive-up window		•			•
Hospital, Medical Center			•		•
Hotel/Motel			•		•
Itinerant Merchant:					
Seasonal Food Stands	•				•
Christmas Tree Sales	•				•

Subarea 2—Urban						
Use Type		Allowed	Administrative	Conditional	Business License	
Fireworks Stands	•			•		
Seasonal Produce Stands	•			•		
Seasonal Flower Stands	•			•		
Medical Cannabis Pharmacy*	•			•		
Mixed-Use—horizontal, vertical	•			•		
Mortuary/Funeral Home	•			•		
Municipal Facilities:						
Parks	•					
Public Safety Facility		•				
Library	•					
Postal Facility				•		
Public Utilities						
Major				•		

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Minor	•				
Recreation Facilities	•				
Trails	•				
Office:					
General	•				•
Intensive			•		•
Outdoor Dining		•			
Outdoor Storage		•			
Parking Lot:					
Commercial			•		•
Private	•				
Quasi-Public Facility			•		•
Recreation Facility:					
Commercial			•		•

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Private	•				
Religious/Educational Institution:					
Permanent	•				
Temporary			•		
Restaurant:					
W/o drive-up window	•				•
W/drive-up window		•			•
Retail and Service Commercial: Large****					
W/drive-up window		•			•
W/o drive-up window	•				•
24-hour use	•				•
Retail and Service Commercial: Medium**					

Subarea 2—Urban

Use Type	Allowed	Administrative	Conditional	Business License
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Retail and Service Commercial: Small***				
W/drive-up window		•		•
W/o drive-up window	•			•
24-hour use	•			•
Shopping Center			•	•
Telecommunications Facility		•		
Warehouse/Distribution			•	•

Subarea 5—Mixed-Use

Use Type	Allowed	Administrative	Conditional	Business License
Accessory	•			

Subarea 2—Urban

Use Type	Allowed	Administrative	Conditional	Business License
Structure—unoccupied				
Alcoholic Beverage:				
Package Agency		•		•
Private Club/Tavern	•			•
Restaurant, Beer Retailer, etc.	•			•
State Liquor Store	•			•
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Athletic, Tennis, Health Club	•			•
Bed and Breakfast Inn	•			•
Cafe, Deli	•			•
Child Care:				

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Center: ≤ 6 children	•				•
Facility: ≥ 7 children		•			•
Disabled Care Facility			•		•
Dwellings:					
Single Family Attached	•				
Multifamily 1/2—1 acre		•			
Multifamily > 1 acre			•		
Entertainment Center			•		•
Fences:					
7' or less	•				
7' or more		•			
Financial Institution:					
W/o drive-up window	•				•
W/drive-up window		•			•

Subarea 2—Urban						
Use Type		Allowed	Administrative	Conditional	Business License	
Home Occupation	•			•		
Master Planned Development				•		
Medical Cannabis Pharmacy*	•			•		
Mixed-Use—horizontal, vertical	•			•		
Municipal Facilities:						
Parks	•					
Public Safety Facility		•				
Library	•					
Postal Facility				•		
Public Utilities						
Major				•		
Minor	•					
Recreation Facilities	•					

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Trails	•				
Office:					
General	•				•
Intensive			•		•
Outdoor Dining		•			
Parking Lot:					
Commercial			•		•
Private	•				
Quasi-Public Facility			•		•
Recreation Facility:					
Commercial			•		•
Private	•				
Religious/Educational Institution:					
Permanent	•				

Subarea 2—Urban					
Use Type		Allowed	Administrative	Conditional	Business License
Temporary				•	
Retail and Service Commercial: Medium**					
W/drive-up window		•			•
W/o drive-up window	•	•			•
24-hour use	•				•
Retail and Service Commercial: Small***					
W/drive-up window		•			•
W/o drive-up window	•	•			•
24-hour use	•				•
Shopping Center				•	•
Telecommunications Facility		•			

Subarea 6—Mixed-Use

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Use Type	Allowed	Administrative	Conditional	Business License
Accessory Structure—unoccupied	•			
Assisted Living:				
≤ 1/2 acre		•		•
> 1/2 acre			•	•
Athletic, Tennis, Health Club	•			•
Cafe, Deli	•			•
Child Care:				
Center: ≤ 6 children	•			•
Facility: ≥ 7 children		•		•
Disabled Care Facility			•	•
Dwellings:				
Single Family Detached	•			
Single Family Attached	•			
Multifamily 1/2—1 acre		•		
Multifamily > 1 acre			•	

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
External Accessory Dwelling Unit*	•				
Fences:					
7' or less	•				
7' or more		•			
Financial Institution:					
W/o drive-up window	•				•
W/drive-up window		•			•
Home Occupation	•				•
Internal Accessory Dwelling Unit*	•				
Kennel, Private		•			
Master Planned Development			•		
Medical Cannabis Pharmacy*	•				•
Mixed-Use—horizontal,	•				•

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
vertical					
Municipal Facilities:					
Parks	•				
Public Safety Facility		•			
Library	•				
Postal Facility			•		
Public Utilities					
Major			•		
Minor	•				
Recreation Facilities	•				
Trails	•				
Office:					
General	•				•
Intensive			•		•

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Outdoor Dining		•			
Outdoor Storage		•			
Parking Lot:					
Commercial			•	•	
Private	•				
Quasi-Public Facility			•	•	
Recreation Facility:					
Commercial			•	•	
Private	•				
Religious/Educational Institution:					
Permanent	•				
Temporary			•		
Retail and Service Commercial:					

Subarea 2—Urban

Use Type		Allowed	Administrative	Conditional	Business License
Medium**					
W/drive-up window		•			•
W/o drive-up window	•	•			•
Retail and Service Commercial:					
Small***					
W/drive-up window		•			•
W/o drive-up window	•	•			•
Telecommunications Facility		•			
Warehouse/Distribution			•		•

** Medium: 12,500 SF to 24,999 SF, single tenant

*** Small: 400 SF to 12,499 SF, single tenant

**** Large: 25,000 SF and above

17-7-12.2 Uses.

If a use is not specifically designated, then it is prohibited. Uses designated with an asterisk (*) have additional use-specific standards included in subsection [\(A\)](#) of this section. Some uses have additional standards included in Chapter [17-6](#), Supplementary Regulations.

Table 17-7-12.2. Uses

Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage				
Class A License	X			X
Class B License	X			X
Class C Tavern	X			X
Restaurant	X			X
Package Agency			X	X
Private Club	X			X
State Liquor Store	X			X
Animal Hospital	X			X
Assisted Living Facility				
≤ 1 acre		X		

Type	Allowed	Administrative	Conditional	Business License
> 1 acre			X	
Auditorium, Assembly Hall			X	X
Carwash		X		
Child Care				
≤ 6 children	X			X
≥ 7 children		X		X
Commercial Repair Services	X			X
Entertainment Center			X	X
Fences				
7' or less	X			
7' or more		X		
Financial Institution				
W/o drive up window	X			X
W/drive up window		X		X

Type	Allowed	Administrative	Conditional	Business License
Golf Course, private			X	X
Heliport			X	X
Hotel/Motel			X	X
Itinerant Merchants				
Vending Carts	X			X
Seasonal Food Stands	X			X
Christmas Tree Sales	X			X
Fireworks Stands	X			X
Seasonal Produce Stands	X			X
Seasonal Flower Stands	X			X
Kennel, <u>Commercial</u>		X		X
Manufactured Home	X			
Medical Cannabis Pharmacy	X			X
Mortuary/Funeral Home	X			X

Type	Allowed	Administrative	Conditional	Business License
Municipal Facilities				
Parks				
Public Safety Facility		X		
Public Utilities				
Minor		X		
Major			X	
Recreational Facilities		X		
Trails		X		
Office				
General	X			X
Intensive			X	X
Outdoor Dining		X		X
Parking Lot				
Commercial			X	X
Private	X			

Type	Allowed	Administrative	Conditional	Business License
Pawn Shop		X	X	
Pre-Existing Landscaping	X			
Pre-Existing Lighting (outdoor)	X			
Pre-Existing Lot	X			
Pre-Existing Structure	X			
Pre-Existing Use	X			
Quasi-Public Facilities				
Hospital			X	X
Schools, Private			X	X
Radio Station	X			X
Recreation Facility Commercial			X	X
Religious/Educational Institute				
Permanent	X			X

Type	Allowed	Administrative	Conditional	Business License
Temporary			X	X
Restaurant				
W/drive up window		X		X
W/o drive up window	X			X
Retail and Service Commercial				
W/drive up window		X		X
W/o drive up window	X			X
24 hour use			X	X
Retail Tobacco Specialty Business*	X			X
Shopping Center			X	X
Telecommunications Facility		X		
Transportation Facility				
Major			X	
Minor	X			

Type	Allowed	Administrative	Conditional	Business License
Vehicle-Related Use				
Rental			X	X
Sales (Minor)		X		X
Sales and Service (Major)			X	X
Filling Station			X	X
Repair			X	X

A. Additional Use-Specific Standards.

1. *Medical Cannabis Pharmacy.*

a. *Proximity Restrictions.*

- i. A medical cannabis pharmacy use shall meet the proximity requirements as specified and amended in Section [26-61a-301](#) of the Utah Code Annotated.

b. *Application Requirements.*

- i. An applicant for a medical cannabis pharmacy use must provide a description of the physical characteristics of the proposed facility, including a site plan, floor plan, architectural elevations, and a security plan as part of the business license application for the use. Fencing and security devices must comply with applicable city requirements.

- ii. When proximity restrictions include area in an adjacent municipality, an applicant for a medical cannabis pharmacy use shall obtain a letter from the adjacent municipality indicating proximity restrictions within this title are satisfied based on existing uses in the area in the adjacent municipality prior to issuance of a business license.

c. *Signage.* In addition to those requirements within this title, all signage associated with a medical cannabis pharmacy use shall comply with any requirements imposed by the state of Utah.

2. *Retail Tobacco Specialty Business.*

a. *Proximity Restrictions.*

i. A retail tobacco specialty business use shall meet the proximity requirements as specified and amended in Section [10-8-41.6](#) of the Utah Code Annotated.

b. *Application Requirements.*

i. When proximity restrictions include area in an adjacent municipality, an applicant for a retail tobacco specialty business use shall obtain a letter from the adjacent municipality indicating proximity restrictions within this title are satisfied based on existing uses in the area in the adjacent municipality prior to issuance of a business license. (Ord. 2025-06 § 1 (Att. A); Ord. 2024-27 § 1 (Att. A); Ord. 2024-16 § 1 (Att. A); Ord. 2024-15 § 1 (Att. A); Ord. 2021-15 § 1 (Att. A); Ord. 2020-02 § 1 (Att. A (part)); Ord. 2016-15 § 1 (Att. A (part)); Ord. 2016-15 § 1 (Att. A (part)); Ord. 2015-05 § 1 (Att. A (part)); Ord. 2014-04 § 1 (Att. A (part)); Ord. 2/2/2010-1 § 1(2) (part); Ord. 5/5/2009O-8 § 1 (Att. A (part)); Ord. 8/10/2004O-25 § 1(7) (part); Ord. 3-19-2002A § 1 (1) (part); Ord. 11-20-2001 § 2 (part))

The Midvale Municipal Code is current through Ordinance 2025-12, passed June 17, 2025.

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[City Website: www.midvalecity.org](#)

[Hosted by General Code.](#)

17-7-13.2 Uses.

If a use is not specifically designated, it is prohibited. Uses designated with an asterisk (*) have additional use-specific standards included in subsection [\(A\)](#) of this section. Some uses have additional standards included in Chapter [17-6](#), Supplementary Regulations.

Table 17-7-13.2. Uses

Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage				
Class A License	X			X
Class B License	X			X
Class C Tavern	X			X
Restaurant	X			X
Package Agency			X	X
Private Club	X			X
State Liquor Store	X			X
Animal Hospital	X			X
Assisted Living Facility				
≤ 1 acre		X		

Type	Allowed	Administrative	Conditional	Business License
> 1 acre			X	
Auditorium, Assembly Hall			X	X
Cannabis Production Establishment*	X			X
Car Wash		X		X
Child Care				
≤ 6 children	X			X
≥ 7 children		X		X
Commercial Repair Services	X			X
Entertainment Center			X	X
Fences				
7' or less	X			
7' or more		X		
W/barbed or razor wire			X	
Electrified Security			X	
Financial Institution				

Type	Allowed	Administrative	Conditional	Business License
W/o drive up window	X			X
W/drive up window		X		X
Golf Course, Private			X	X
Heliport			X	X
Hospital			X	X
Hotel/Motel			X	X
Itinerant Merchants				
Seasonal Food Stands	X			X
Seasonal Produce Stands	X			X
Seasonal Flower Stands	X			X
Kennel, <u>Commercial</u>		X		X
Manufacturing Use	X			X
Medical Cannabis Pharmacy*	X			X
Mortuary/Funeral Home	X			X
Municipal Facilities				

Type	Allowed	Administrative	Conditional	Business License
Parks		X		
Public Safety Facility		X		
Public Utilities				
Minor		X		
Major			X	
Recreational Facilities		X		
Trails		X		
Office				
General	X			
Intensive			X	
Outdoor Dining		X		X
Outdoor Storage		X		
Parking Lot				
Commercial			X	X
Private	X			

Type	Allowed	Administrative	Conditional	Business License
Pawn Shop		X	X	
Pre-Existing Landscaping	X			
Pre-Existing Lighting (outdoor)	X			
Pre-Existing Lot	X			
Pre-Existing Structure	X			
Pre-Existing Use	X			
Private Club			X	X
Quasi-Public Facilities				
Hospital			X	X
Schools, Private			X	X
Radio Station	X			
Recreation Facility, Commercial			X	X
Recycling Center			X	X
Religious/Educational Institute				
Permanent	X			X

Type	Allowed	Administrative	Conditional	Business License
Temporary			X	X
Restaurant				
W/drive up window		X		X
W/o drive up window	X			X
Retail and Service Commercial				
W/drive up window		X		X
W/o drive up window	X			X
24 hour use			X	X
Retail Tobacco Specialty Business*	X			X
Self-Service Storage Facility			X	X
Sexually Oriented Business			X	X
Shopping Center			X	X
Storage Yard		X		
Telecommunications Facility		X		
Transfer Station			X	X

Type	Allowed	Administrative	Conditional	Business License
Transportation Facilities				
Minor	X			
Major			X	
Vehicle-Related Use			X	
Rental			X	X
Sales (Minor)		X		X
Sales and Service (Major)			X	X
Filling Station			X	X
Repair			X	X
Warehouse/Distribution	X			

A. *Additional Use-Specific Standards.*

1. *Cannabis Production Establishment.*

a. *Proximity Restrictions.*

- i. A cannabis production establishment use shall meet the proximity requirements as specified and amended in Section [4-41a-201](#) of the Utah Code Annotated.

b. *Application Requirements.*

- i. An applicant for a cannabis production establishment use must provide a description of the physical characteristics of the proposed facility, including a site plan, floor plan, architectural elevations, and a security plan as part of the business license application for the use. Fencing and security devices must comply with applicable city requirements.
- ii. When proximity restrictions include area in an adjacent municipality, an applicant for a cannabis production establishment use shall obtain a letter from the adjacent municipality indicating proximity restrictions within this title are satisfied based on existing uses in the area in the adjacent municipality prior to issuance of a business license.
- c. *Parking.* A cannabis production establishment use shall be considered a manufacturing use for the purpose of calculating parking requirements.
- d. *Signage.* In addition to those requirements within this title, all signage associated with a cannabis production establishment use shall comply with any requirements imposed by the state of Utah.

2. *Medical Cannabis Pharmacy.*

- a. *Proximity Restrictions.*
 - i. A medical cannabis pharmacy use shall meet the proximity requirements as specified and amended in Section [26-61a-301](#) of the Utah Code Annotated.
- b. *Application Requirements.*
 - i. An applicant for a medical cannabis pharmacy use must provide a description of the physical characteristics of the proposed facility, including a site plan, floor plan, architectural elevations, and a security plan as part of the business license application for the use. Fencing and security devices must comply with applicable city requirements.
 - ii. When proximity restrictions include area in an adjacent municipality, an applicant for a medical cannabis pharmacy use shall obtain a letter from the adjacent municipality indicating proximity restrictions within this title are satisfied

based on existing uses in the area in the adjacent municipality prior to issuance of a business license.

c. *Signage.* In addition to those requirements within this title, all signage associated with a medical cannabis pharmacy use shall comply with any requirements imposed by the state of Utah.

3. *Retail Tobacco Specialty Business.*

a. *Proximity Restrictions.*

i. A retail tobacco specialty business use shall meet the proximity requirements as specified and amended in Section [10-8-41.6](#) of the Utah Code Annotated.

b. *Application Requirements.*

i. When proximity restrictions include area in an adjacent municipality, an applicant for a retail tobacco specialty business use shall obtain a letter from the adjacent municipality indicating proximity restrictions within this title are satisfied based on existing uses in the area in the adjacent municipality prior to issuance of a business license. (Ord. 2025-06 § 1 (Att. A); Ord. 2024-27 § 1 (Att. A); Ord. 2024-16 § 1 (Att. A); Ord. 2021-15 § 1 (Att. A); Ord. 2020-02 § 1 (Att. A (part)); Ord. 2016-15 § 1 (Att. A (part)); Ord. 2015-12 § 1 (Att. A (part)); Ord. 2015-05 § 1 (Att. A (part)); Ord. 2014-04 § 1 (Att. A (part)); Ord. 2012-08 § 1 (Att. A (part)); Ord. 2012-04 § 1 (Att. A (part)); Ord. 2011-11 § 1 (Att. A (part)); Ord. 2/2/2010O-1 § 1(2) (part); Ord. 5/5/2009O-8 § 1 (Att. A (part)); Ord. 1/06/2009O-2 § 1 (part); Ord. 8/10/2004O-25 § 1(7) (part); Ord. 3-19-2002A § 1(1) (part); Ord. 11-20-2001 § 2 (part))

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17-7-17.2 Use table.

If a use is not specifically designated, then it is prohibited. Uses designated with an asterisk (*) have additional use-specific standards included in subsection [\(A\)](#) of this section. Some uses have additional standards included in Chapter [17-6](#), Supplementary Regulations.

Table 17-7-17.2. Uses

Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage				
Class A License	X			X
Class B License	X			X
Class C License	X			X
Restaurant	X			X
Private Club	X		X	X
State Liquor Store	X			X
Assisted Living Facility				
≤ 1/2 acre		X		X
> 1/2 acre			X	X
Auditorium, Assembly Hall			X	X

Type	Allowed	Administrative	Conditional	Business License
Child Care				
Center: ≤ 6 children	X			X
Facility: ≥ 7 children		X		X
Dwellings				
Mixed-Use, Commercial or Vertical			X	X
Entertainment Center			X	X
Fences				
≤ 7'	X			
> 7'		X		
Financial Institution				
W/o Drive Up Window	X			X
Home Occupation	X			X
Hotel/Motel			X	X
Itinerant Merchant				
Vending Carts	X			X

Type	Allowed	Administrative	Conditional	Business License
Seasonal Produce Stands	X			X
Live/Work Units			X	X
Medical Cannabis Pharmacy*	X			X
Municipal Facilities				
Parks		X		
Public Safety Facility		X		
Public Utilities				
Major			X	
Minor		X		
Recreational Facilities				
Commercial			X	✗
Public	X			
Trails		X		
Office				
General	X			X

Type	Allowed	Administrative	Conditional	Business License
Intensive			X	X
Outdoor Dining		X		
Parking Lot				
Commercial			X	X
Private	X			
Pre-Existing Landscaping	X			
Pre-Existing Lighting (outdoor)	X			
Pre-Existing Lot	X			
Pre-Existing Structure	X			
Pre-Existing Use	X			
Quasi-Public Facilities			X	X
Religious/Educational Institute				
Permanent	X			X
Temporary			X	X
Retail and Service Commercial				

Type	Allowed	Administrative	Conditional	Business License
W/o Drive Up Window	X			X
24-hour use			X	X
Shopping Center			X	X
Telecommunications Facility		X		
Transportation Facility				
Major			X	
Minor	X			



7505 S Holden Street
Midvale, UT 84047
801-567-7200
Midvale.Utah.gov

MIDVALE CITY COUNCIL STAFF REPORT 9/2/2025

SUBJECT

Consider Ordinance No. 2025-O-15 Amending Section 17-7-4.3 of the Midvale City Municipal Code Relating to Multifamily Development Standards.

SUBMITTED BY

Elizabeth Arnold, Senior Planner

BACKGROUND AND ANALYSIS

The changes to Section 17-7-4.3 make the lot area calculation for multifamily projects more straight forward and adds language that explicitly states that projects that meet the overall lot area standards for multifamily development can be subdivided to allow for individual ownership of units. Additionally, standards for lot width and lot frontage for multifamily developments were changed to remove unclear language and match the standards for duplexes.

Public notice has been sent to affected entities as required in 17-3-9.B of the Municipal Code. No comments have been received as of the writing of this report.

-ZONING CODE AMENDMENT CRITERIA-

Midvale City Code 17-3-1(F) outlines the criteria necessary for amendments to the zoning code. A proposal may only be approved if it demonstrates one or more of the following:

1. The proposed amendment promotes the objectives of the general plan and purposes of this title;
2. The proposed amendment promotes the purposes outlined in Utah State Code 10-9a-102;
3. The proposed amendment more clearly explains the intent of the original language or has been amended to make interpretation more straightforward; or
4. Existing zoning code was the result of a clerical error or a mistake of fact.

Staff finds that this proposal meets the third criterion listed above by providing clarity and consistency.

STAFF RECOMMENDATION

Staff recommends the City Council approve of the text amendment with the following finding:

1. The amendment complies with Midvale City Code 17-3-1(F)(3).

PLANNING COMMISSION RECOMMENDATION

Approve.

RECOMMENDED MOTION

I move that we approve Ordinance No. 2025-O-15 authorizing a text amendment to Section 17-7-4.3 of the Midvale City Municipal Code relating to multifamily development standards.

ATTACHMENTS

1. Draft Ordinance

ORDINANCE NO. 2025-O-15

AN ORDINANCE AMENDING SECTION 17-7-4.3 OF THE MIDVALE CITY MUNICIPAL CODE RELATING TO MULTIFAMILY DEVELOPMETN STANDARDS.

WHEREAS, pursuant to Utah Code Annotated Sections 10-8-84 and 10-9a-501 through 10-9a-503, Midvale City (“the City”) has authority to make and amend any regulation of or within zoning districts or any other provision of the land use ordinance to promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of the municipality; and

WHEREAS, on January 2, 2002, the Midvale City Zoning Ordinance, Title 17 of the Midvale City Municipal Code (the “Code”), became effective and is subject to amendments from time to time pursuant to Section 17-3-1 the Code; and

WHEREAS, pursuant to Section 16-04-010 of the Code, the City desires to promote the protection of public health, life and safety; protect the character and social and economic stability of all parts of the city; protect and preserve the value of land throughout the municipality; guide public and private policy and action; establish responsible standards; prevent pollution and degradation of air, streams, and ponds; preserve the natural beauty and topography; and provide for open spaces through the most effect design and layout of the land;

WHEREAS, pursuant to Section 17-1-1 of the Code, the City desires to promote coordinated development, redevelopment, effective use of land, and site planning; protect and promote public safety, health, and general welfare by providing adequate light and air, water and sewage control, police, fire and wetlands protection; and secure economy in governmental expenditures; and

WHEREAS, the City desires to amend Section 17-7-4.3 of the Midvale City Municipal Code relating to multifamily development standards; and

WHEREAS, the Planning Commission held a public hearing on August 13, 2025, to review the request for amendments and, after considering all the information received, made a recommendation to approve the amendment request to the City Council; and

WHEREAS, the City Council of Midvale City, Utah held a public hearing on September 2, 2025; and

WHEREAS, after taking into consideration citizen testimony, planning analysis, and the Planning Commission’s recommendation as part of its deliberations, the City Council finds it is appropriate and within the best interest of the City to make changes to the Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Midvale City, Utah as follows:

Section 1. The following sections of the Midvale City Municipal Code are hereby amended as included in the following attachments to this document:

- Attachment A: Amending Section 17-7-4.3 of the Midvale City Municipal Code relating to multifamily development standards.

Section 2. This ordinance shall take effect upon the date of first publication.

PASSED AND APPROVED this 2nd day of September, 2025.

Dustin Gettel, Mayor

ATTEST:	Voting by City Council	“Aye”	“Nay”
Rori Andreason, MMC City Recorder	Bonnie Billings	_____	_____
	Paul Glover	_____	_____
	Heidi Robinson	_____	_____
	Bryant Brown	_____	_____
	Denece Mikolash	_____	_____

Date of first publication: _____

Attachment A:

17-7-4.3 Lot standards.

The following standards apply to all new subdivisions of land in the zone:

A. *Lot Area.* The minimum lot area for each of the following uses is:

1. *Single Family.* The minimum lot area for a single family residence is five thousand square feet.

2. *Duplex.* The minimum lot area for each duplex residence is six thousand square feet.

For the purpose of promoting owner-occupied residences, a lot complying with the requirements of this zone may be subdivided to allow for individual ownership of each side of a single family attached structure.

3. *Multifamily.* The minimum lot area for any new multifamily development is one-half acre (twenty-one thousand seven hundred eighty square feet). plus one thousand six hundred and ninety square feet for every dwelling unit. Additionally, each multifamily lot must have three thousand square feet for the first dwelling unit and one thousand six hundred ninety square feet for each additional dwelling unit. For the purpose of promoting owner-occupied residences, a lot complying with the requirements of this zone may be subdivided to allow for individual ownership of each unit.

B. *Lot Width.* The minimum lot width for each of the following uses is:

1. *Single Family.* The minimum lot width for a single family residence is fifty feet, measured at the front setback line.

2. *Duplex.* The minimum lot width for each duplex is sixty feet.

3. *Multifamily.* The minimum lot width for each multifamily development structure is sixty thirty feet, measured at the front setback line, for each dwelling unit footprint along the build to line, unless the lot is on the curve of a cul-de-sac, in which case the minimum lot frontage is twenty feet per dwelling unit.

4. *Corner Lots.* Corner lots must meet the minimum lot width from both street frontages.

C. *Lot Frontage.* The minimum lot frontage for each of the following uses is:

1. *Single Family.* The minimum lot width for a single family detached residence is fifty feet, unless the lot is on the curve of a cul-de-sac, in which case the minimum lot frontage is thirty-five feet.
2. *Duplex.* The minimum lot width for each duplex is sixty feet, unless the lot is on the curve of a cul-de-sac, in which case the minimum lot frontage is forty feet.
3. *Multifamily.* The minimum lot frontage for a multifamily development is sixty feet.
~~stacked structure use is thirty feet for each dwelling unit footprint along the build-to line, unless the lot is on the curve of a cul-de-sac, in which case the minimum lot frontage is twenty feet per dwelling unit.~~

D. *Lot Depth.* The minimum lot depth is one hundred feet, unless the lot width exceeds one hundred fifty percent of the minimum lot width for the proposed use, in which case the minimum lot depth is eighty feet. Corner lots must meet the minimum lot depth from both street frontages.

E. *Lot Coverage By Buildings.* For new multifamily development, the maximum lot coverage by buildings is forty-five percent of the lot area.



CITY COUNCIL MEETING
Minutes
Tuesday August 19, 2025

Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Dustin Gettel

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Bonnie Billings
Council Member Denece Mikolash
Council Member Bryant Brown
Council Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Charlie Cressall, Deputy City Recorder; Garrett Wilcox, City Attorney; Glen Kennedy, Public Works Director; Nate Rockwood, Assistant City Manager; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Wendelin Knobloch, Planning Director; Laura Magness; Communications Director; Chief April Morse, UPD; Chief Nathan Kay, UFA; Matt Pierce, IT Director; and Juan Rosario, Systems Administrator.

5:30 p.m. – REGULAR MEETING

Mayor Dustin Gettel called the business meeting to order at 5:31 p.m.

Mayor Dustin Gettel explained how the meeting would proceed; the regular city council meeting will begin now and then the Truth in Taxation meeting will follow at 6 p.m. People participating remotely can address the council during the public hearing portion of the 6 p.m. meeting. The instructions are on the website. Only registered participants may participate remotely during the Truth in Taxation meeting and how to register will be explained at the beginning of that meeting.

I. GENERAL BUSINESS

- A. Welcome and Pledge of Allegiance**
- B. Roll Call** - Council Members Heidi Robinson, Denece Mikolash, Bryant Brown, Bonnie Billings, and Paul Glover were present at roll call.

II. CONSENT AGENDA

- A. CONSIDER MINUTES OF AUGUST 5, 2025**

MOTION: **Council Member Paul Glover MOVED to Approve the Consent Agenda. The motion was SECONDED by Council Member Heidi**

Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye

The motion passed unanimously.

III. ACTION ITEMS

A. CONSIDER RESOLUTION NO. 2025-R-46 ACCEPTING DEEDS RELATED TO THE 2025 UTILITY AND STREET IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE PUBLIC ENTITY AFFIDAVITS AND RECORD SAID DEEDS.

Kate Andrus said on July 22, 2025, the City Council approved an agreement with Beck Construction and Excavation (“Beck”) for the 2025 Roadway and Utility Improvement Project.

As part of this project, City staff has been working diligently to obtain the necessary right-of-way (ROW) through Quit Claim Deeds to facilitate the street improvements outlined in the design documents. Specifically, ROW is being acquired along the north side of Depot Street and the east side of Stagg Street, with additional acquisitions planned for a few corner pieces along the west side of Stagg Street.

In accordance with Utah Code §57-1-47, the City is required to execute a Public Entity Affidavit, which must be recorded alongside each Quit Claim Deed as part of the property acquisition process.

Staff is therefore requesting City Council authorization for the following:

- Approval of two executed Quit Claim Deeds (attached as Exhibit A) and the corresponding Public Entity Affidavits.
- Pre-authorization for the Mayor to execute all future Public Entity Affidavits related to additional Quit Claim Deeds necessary to complete this specific project. These future deeds will be substantially similar in form and content to those attached as Exhibit A.

FISCAL IMPACT: The two attached Quit Claim Deeds specify that the consideration for the property exchange is ten dollars (\$10.00), along with the services and improvements that will be provided to the property owners as part of the 2025 Utility and Street Improvement Project.

Should any future Quit Claim Deeds require monetary compensation as part of the ROW negotiation process, all associated costs will be covered by the project's funding sources. This project is financed through a combination of:

- State funds allocated under Utah Code Annotated (UCA) §72-2-121
- Main Street Community Development Area (CDA) funds

- Utility project bonding funds

Under UCA §72-2-121, Midvale City receives an annual allocation of \$500,000 from the County of the First-Class Highway Projects Fund, designated for roadway congestion and safety improvements. The City received its first allotment in Fiscal Year 2022 (FY22) and will continue to receive these funds annually for 15 years, totaling \$7,500,000 over the life of the program.

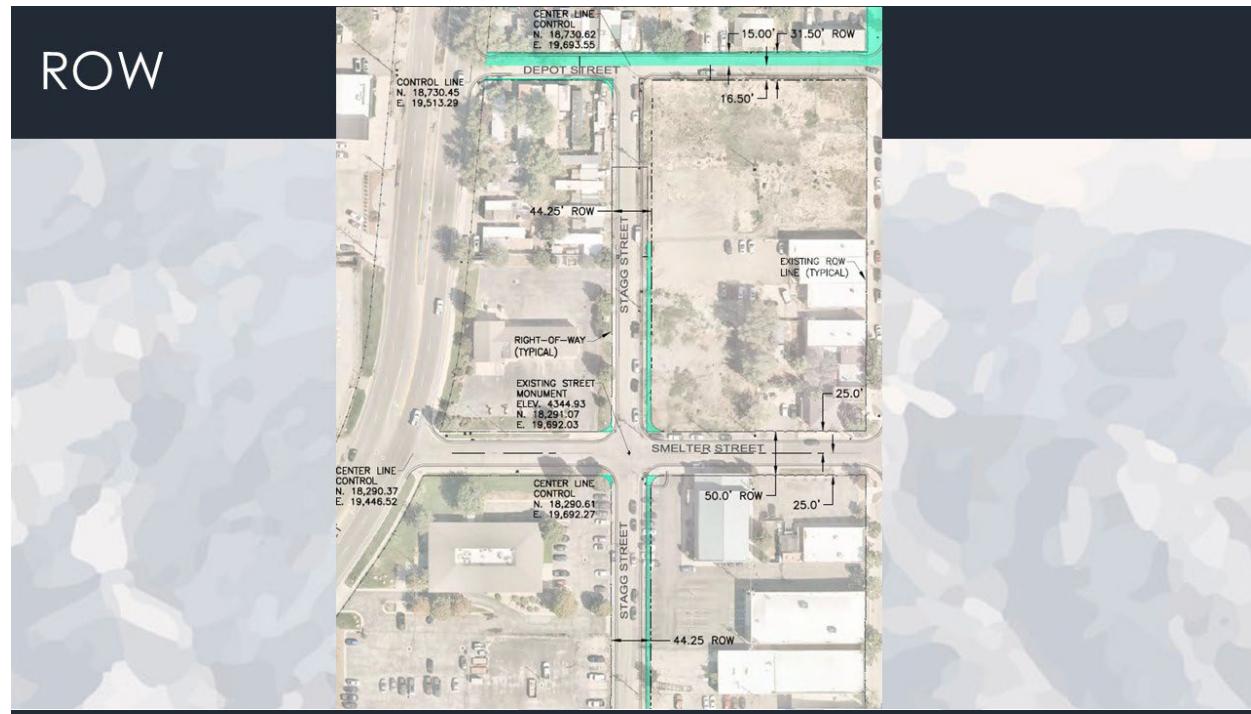


2025 Utility and Street Improvement Project

Scope of Work

- Culinary Water Improvements
- Sanitary Sewer Improvements
- Storm Drain Improvements
- Roadway Reconstruction Improvements





QCDs

- QCDs have been signed for the following parcels:
 - 21-26-427-008
 - 21-26-477-012
- Per Utah Code, the City is required to execute and record a Public Entity Affidavit, stating that the City accepts said property.
- City Staff is working with property owners for QCDs related to the following parcels
 - 21-26-479-030
 - 21-26-477-010
 - 21-26-478-018
 - 21-26-478-023
 - 21-26-480-024
 - 21-26-427-004
 - 21-26-427-006
 - 21-26-427-007
 - 21-26-480-005
 - 21-26-480-006
 - 21-26-480-008
 - 21-26-480-010

Fiscal Impact

The two attached Quit Claim Deeds specify that the consideration for the property exchange is ten dollars (\$10.00), along with the services and improvements provided to property owners as part of the 2025 Utility and Street Improvement Project.

Any future Quit Claim Deeds that require monetary compensation will be valued based on current market rates. All associated costs will be covered by the project's existing budget.

Staff Recommendation

Staff is requesting City Council authorization for the following:

- Approval of two executed Quit Claim Deeds and the corresponding Public Entity Affidavits.
- Pre-authorization for the Mayor to execute all future Public Entity Affidavits related to additional Quit Claim Deeds necessary to complete this specific project.

* These future deeds will be substantially similar in form and content to those included in the packet

Council Member Paul Glover said that UDOT does this all the time. They've done it to his property, and they give the property owner market value for the property they purchase.

MOTION: Council Member Heidi Robinson MOVED to Suspend the Rules and Approve Resolution 2025-R-46 and accept Deeds Related to the 2025 Utility and Street Improvement Project and Authorize the Mayor to

Execute the Public Entity Affidavits and Record said Deeds. The motion was SECONDED by Council Member Paul Glover. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye

The motion passed unanimously.

B. CONSIDER RESOLUTION NO. 2025-R-48 ADOPTING PAY SCALES AND SETTING SALARIES FOR ELECTED AND STATUTORY/APPOINTED OFFICERS FOR MIDVALE CITY.

Mariah Hill said as a part of the budget process, staff reviews the City's Pay Plan to ensure the City is staying competitive in the market and that proposed Cost of Living Adjustments (COLA) are accounted for in our pay ranges.

FISCAL IMPACT

This document only provides pay scales. All fiscal impacts of the pay plan are contained in the FY2026 budget.

MOTION: **Council Member Bonnie Billings MOVED to Approve Resolution No. 2025-R-48 Adopting Pay Scales and Setting Salaries for Elected and Statutory/Appointed Officers for Midvale City. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:**

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye

The motion passed unanimously.

IV. ADJOURN

MOTION: **Council Member Paul Glover MOVED to adjourn the meeting. The motion was SECONDED by Council Member Denece Mikolash. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.**

The meeting adjourned at 5.44 p.m.

Rori L. Andreason, MMC
H.R. DIRECTOR/CITY RECORDER

Approved this September 2, 2025

PENDING



CITY COUNCIL MEETING
Minutes
Tuesday August 19, 2025

Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Dustin Gettel

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Bonnie Billings
Council Member Denece Mikolash
Council Member Bryant Brown
Council Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Charlie Cressall, Deputy City Recorder; Garrett Wilcox, City Attorney; Glen Kennedy, Public Works Director; Nate Rockwood, Assistant City Manager; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Wendelin Knobloch, Planning Director; Laura Magness; Communications Director; Chief April Morse, UPD; Chief Nathan Kay, UFA; Matt Pierce, IT Director; and Juan Rosario, Systems Administrator.

6:00 p.m. – REGULAR MEETING

Mayor Dustin Gettel called the business meeting to order at 6:00 p.m.

Mayor Dustin Gettel asked for a moment of silence for the two Box Elder County Police Officers that lost their lives Sunday night and the Officer and Canine that were injured. He then gave instructions on how to participate digitally in the meeting.

I. GENERAL BUSINESS

- A. Welcome and Pledge of Allegiance**
- B. Roll Call** - Council Members Heidi Robinson, Denece Mikolash, Bryant Brown, Bonnie Billings, and Paul Glover were present at roll call.

II. PUBLIC COMMENTS

Mayor Gettel explained that due to State Code we can't have a typical Public Comments section for the meeting so we will make a motion to table item number II Public Comments and the public will be able to speak later in the meeting.

MOTION: **Council Member Heidi Robinson MOVED to table item number II Public Comment section of the meeting. The motion was SECONDED by Council Member Paul Glover. Mayor Gettel called for discussion on**

the motion. There being none, he called for a vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye

The motion passed unanimously.

III. PUBLIC HEARING

A. PUBLIC HEARING TO CONSIDER LEVYING A MIDVALE CITY PUBLIC SAFETY PROPERTY TAX FOR CALENDAR YEAR 2025 AND LEVYING TAXES UPON ALL REAL AND PERSONAL PROPERTY WITHIN THE CORPORATE BOUNDARIES OF MIDVALE CITY, UTAH.

Mariah Hill said for tax year 2025, the City Council adopted Resolution 2025-R-41 adopting the Certified Tax Rate calculated by the Salt Lake County Auditor for general operations. In addition, the City Council adopted a resolution proposing to levy a new property tax specifically for public safety services, as authorized under Utah State Code §10-6-133.4. The proposed Midvale City Public Safety Property Tax rate is 0.000249, which is projected to generate approximately \$940,561 in new property tax revenue. These funds will be allocated to a special revenue fund and used exclusively for public safety-related expenses.

The largest portion of the City's public safety budget is dedicated to law enforcement services provided by the Unified Police Department (UPD). For Fiscal Year 2026, the cost of these services is projected at \$14,150,127. The proposed public safety tax will cover the FY2026 cost increase from UPD (\$473,143 or 3.46%) and an additional 3% of the prior year's cost (\$467,418). The remaining public safety expenses (\$13,690,975) will be funded through a transfer from the City's General Fund.

Based on the 2025 average residential home value in Midvale of \$492,000—with a taxable value of \$270,600—the proposed public safety property tax would increase the average annual property tax bill by approximately \$67.38.

Multiple notices have been published or are scheduled to be published, and the public hearing is scheduled for August 19, 2025, at 6:00 p.m. at Midvale City Hall, which satisfies the truth-in-taxation requirements.

FISCAL IMPACT:

The proposed Midvale City Public Safety property tax will generate \$940,561 in new property tax revenue and will fund a portion of the City's public safety service costs.



Truth-in-Taxation Special City Council Meeting begins at 6:00pm

To watch the meeting online visit
<https://www.youtube.com/@midvalecitygovernment2133>

To participate in the public hearing portion of the meeting, please follow the instructions at www.Midvale.Utah.Gov/Truth-in-Taxation.



FY2026 Final
Budget &
Public Safety
Property Tax
Rate

FY2026 Budget Overview

- This presentation is a budget overview – line-item details are available in the budget book that is available in the packet and at Midvale.Utah.Gov.
- The Final Budget is the City's estimated revenues and expenditures for each fund for July 1, 2025 to June 30, 2026 (all departments fall within a fund).
- The Final Budget has been prepared by the Finance Department and City Manager and is officially presented by the City's Budget Officer (City Manager) and reflects an effort to maintain the City's current level of service in these uncertain economic times, including capturing rising costs and making cuts where possible.
- After adoption, the final budget becomes an operating document for the City.
- City staff and the City Council have been actively engaged in the FY2026 budget process for 6+ months.

FY2026 Final Budget Overview

FY2026 Budget Timeline



FY2026 Budget – Changes from Tentative

- Summary of Significant Changes:
 - Changes to General Fund revenue projections
 - Adopted the Certified Tax Rate (.000918)
 - 3% COLA -> 2.4% COLA (May Western CPI – All Depts)
 - Actual Insurance Costs (Property, Vehicle, Workers Comp., etc.)
 - Increase in UPD Budget
 - Changes to Vehicle Operating Costs (Multiple Depts)
 - One-time projects added

FY2026 Final Budget Overview

FY2026 Budget – Changes from Tentative

Fund 10 - General Fund						
Account Description	FY2025		FY2026		Difference	Percent Change
	Amended	Tentative	Final			
Revenues:						
Property Taxes	\$ 3,464,587	\$ 3,464,587	\$ 3,468,094	\$ 3,507	0.00%	0.10%
Delinquent/Surplus Property Taxes	35,000	25,000	40,000	15,000	60.00%	
Franchise Tax	2,522,592	2,774,851	2,691,709	(83,142)	-3.00%	
Telecommunications Tax	190,000	209,000	190,000	(19,000)	-9.09%	
Transient Room Tax	248,329	223,496	230,000	6,504	2.91%	
Motor Vehicle In Lieu Of	362,250	380,363	433,731	53,368	14.03%	
Business Licenses	350,000	350,000	345,000	(5,000)	-1.43%	
Building Permits	310,000	365,000	495,686	130,686	35.80%	
B&C Road Funds	1,400,000	1,050,000	1,083,000	33,000	3.14%	
Liquor Funds Allocation	56,000	76,000	72,000	(4,000)	-5.26%	
Homeless Shelter Funding	3,597,027	3,000,000	2,922,320	(77,680)	-2.59%	
Zoning/Development Fees	7,500	10,000	20,000	10,000	100.00%	
Bad Debt collections	70,000	35,000	50,000	15,000	42.86%	
Donations from Private Parties	-	-	15,000	15,000	0.00%	
Use of Fund Balance	3,683,452	90,576	163,576	73,000	80.60%	
Total Revenue Changes	\$ 16,296,737	\$ 12,053,873	\$ 12,220,116	\$ 166,243	1.38%	
TOTAL Final REVENUES	\$ 30,420,430	\$ 26,989,546	\$ 27,171,559	\$ 182,013	0.67%	

FY2026 Final Budget Overview

FY2026 Budget – Changes from Tentative

Fund 10 - General Fund						
Account Description	FY2025		FY2026		Difference	Percent Change
	Amended	Tentative	Final			
Expenditures:						
Salaries - All Department	\$ 5,132,791	\$ 5,340,505	\$ 5,280,837	\$ (59,668)		-1.12%
Benefits - All Departments	2,743,724	2,452,094	2,511,327	59,233		2.42%
Non-Departmental - Insurance and Surety	63,800	63,800	56,674	(7,126)		-11.17%
Information Technology - Software Support	250,480	205,550	241,550	36,000		17.51%
Contributions - Transfer to Public Safety Fund	-	13,695,603	13,690,975	(4,628)		-0.03%
Facilities - Insurance	65,000	65,000	66,163	1,163		1.79%
Streets - Signal Maintenance	56,000	56,000	93,000	37,000		66.07%
Building Inspections - Professional Services	68,079	100,000	250,000	150,000		150.00%
Vehicle Operating Costs - Multiple Depts	255,646	269,932	274,545	4,613		1.71%
Total Expenditure Changes	\$ 8,635,520	\$ 22,248,484	\$ 22,465,071	\$ 216,587		0.97%
TOTAL Final EXPENDITURES	\$ 27,822,892	\$ 30,330,155	\$ 27,171,559	\$ (3,158,596)		-10.41%

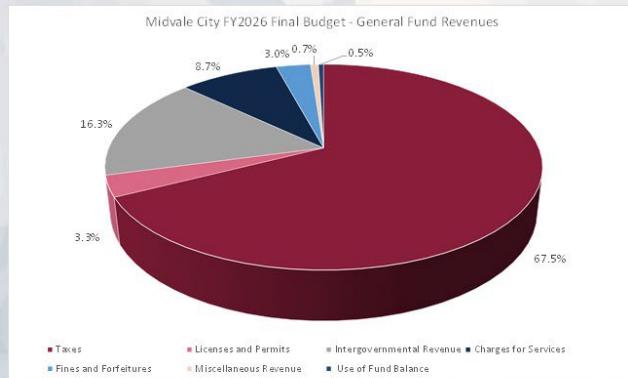
FY2026 Final Budget Overview

General Fund - Revenues

Total GF Revenues - \$27,171,559

Decrease of 13.4% from FY2025

- Taxes - \$18.3 million
- Licenses and Permits - \$900,580
- Intergovernmental Revenue - \$4.4 million
- Charges for Services - \$2.37 million
- Fines and Forfeitures - \$825,000
- Miscellaneous Revenue - \$188,935
- Use of Fund Balance - \$126,576

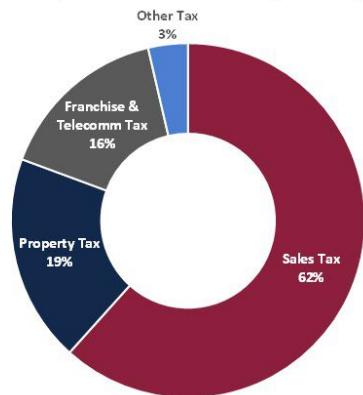


FY2026 Final Budget Overview

General Fund – Tax Revenues

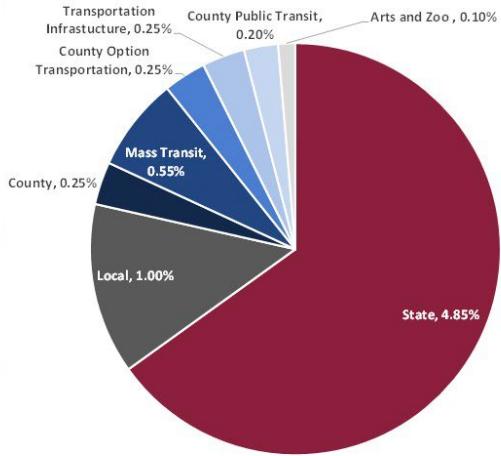
- Sales Tax - \$11.3 million
 - 1% Decrease from FY25 Budget
- Property Tax – \$3.5 million
 - \$3,507 New Growth
- Franchise & Telecomm Tax - \$2.88 million
 - 30% Rate Decrease - Enbridge
- Other Taxes - \$703,731
 - Delinquent Property Tax
 - Transient Room Tax
 - Motor Vehicle in Lieu of Tax

Midvale City Fiscal Year 2026 Final Budget Taxes by Type



FY2026 Final Budget Overview

Sales Tax Overview



FY2026 Final Budget Overview

Midvale City Sales Tax - \$11,281,321



- Distributed to the City monthly by the Utah State Tax Commission
- Two-month delay in distribution (e.g. August distribution is from June sales)
- Most susceptible tax to economic trends
- High spending in post-COVID years meant large sales tax increase
- Economy is showing a slowing in consumer spending
- Projecting a 1% decrease from FY25 Budget

FY2026 Final Budget Overview

2025 Tax Year Information

- Total Taxable Value - \$3,766,993,293
- Eligible New Growth Value - \$10,887,034
 - Total 2025 Value – Total 2024 Value – Value Changes (existing property) = New Growth
- Average Midvale Residential Value - \$492,000 (4.5% Increase)
- Average Taxable Residential Value (55%) - \$270,600

FY2026 Final Budget Overview

Certified Tax Rate

- Adopted June 17, 2025 for Midvale General Operations
- Calendar/Tax Year 2025
- Certified Tax Rate - .000918
- FY2026 Property Tax Revenue - \$3,468,094
- New Growth - \$9,994
- No change on the Average Residential Value - \$248.41 annually

FY2026 Final Budget Overview

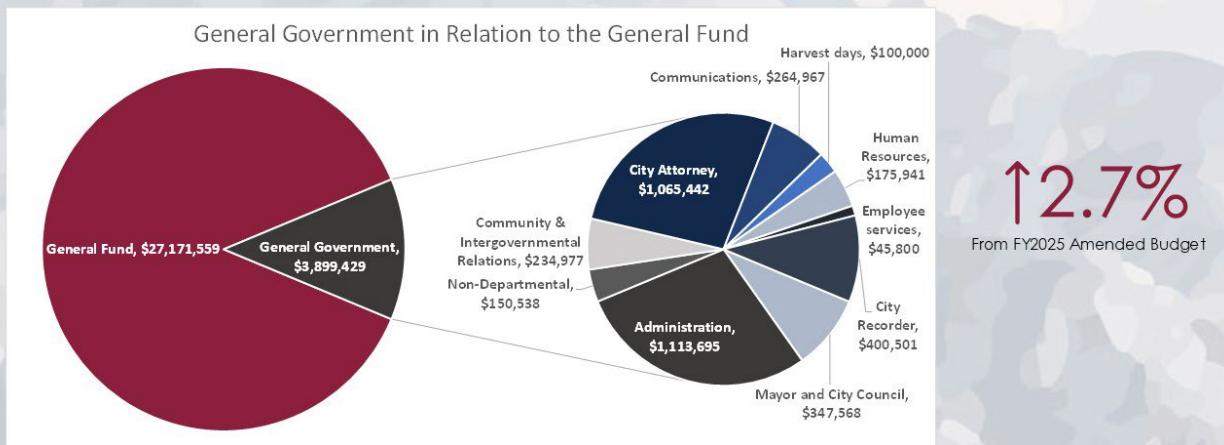
General Fund – Expenditure Overview

- Salaries & Benefits (\$323K Increase)
 - 2.4% COLA
 - 2% Merit
 - Market & Mid-Point Adjustments
 - New FTEs - Event Coordinator, RDA Attorney
 - Benefits – 0% Medical, 4.5% Dental, Accounting Error, Selection Changes
- IT Equipment Increase – Switches & Servers Replacement Charges across departments (\$82K Increase)
- Properly Budgeting Restricted Revenue – Building & B&C Road
- Small Budget Requests & Budget Cuts
- One-Time Requests – Streets (\$37K), GIS (\$36K), Election (\$37K)
- Public Safety Special Revenue Fund – Transfer vs GF Public Safety Department
- 13 out of 23 departments have a budget decrease, wage increases included

FY2026 Final Budget Overview

General Fund – General Government

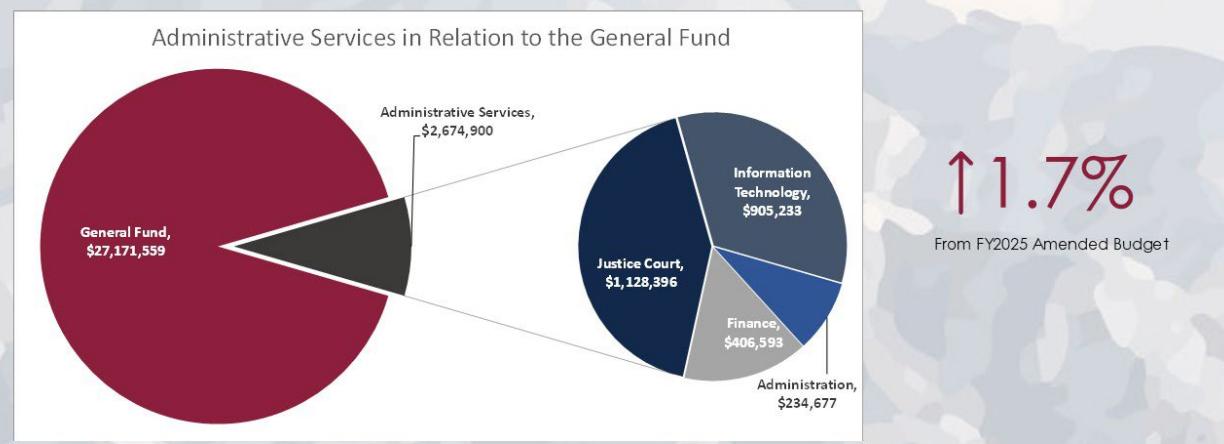
Total Budget - \$3,899,429 (14.4% of GF)



FY2026 Tentative Budget Overview

General Fund – Administrative Services

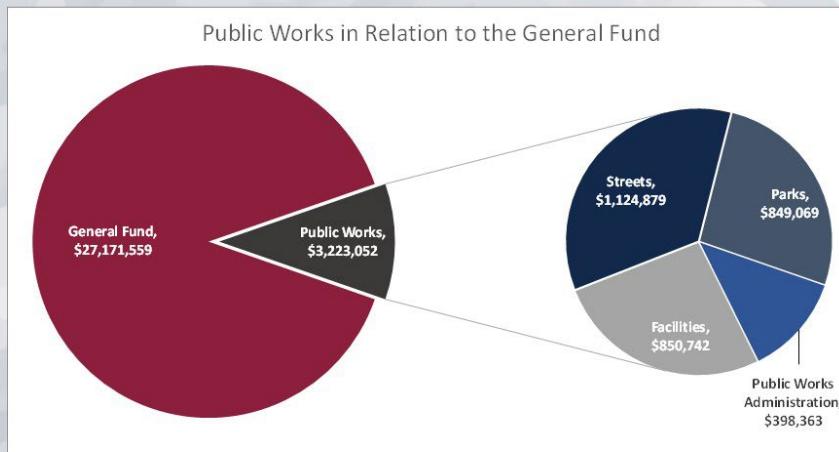
Total Budget - \$2,674,900 (9.8% of GF)



FY2026 Final Budget Overview

General Fund – Public Works

Total Budget - \$3,223,051 (11.9% of GF)

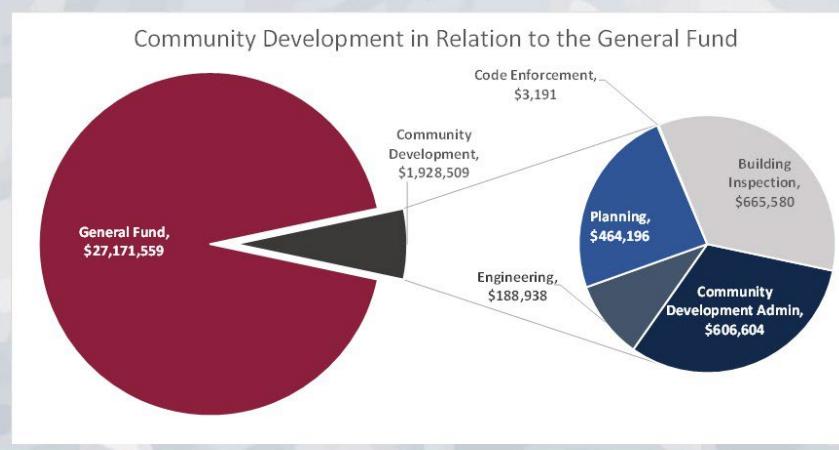


↓0.6%
From FY2025 Amended Budget

FY2026 Final Budget Overview

General Fund – Community Development

Total Budget - \$1,928,509 (7.1% of GF)

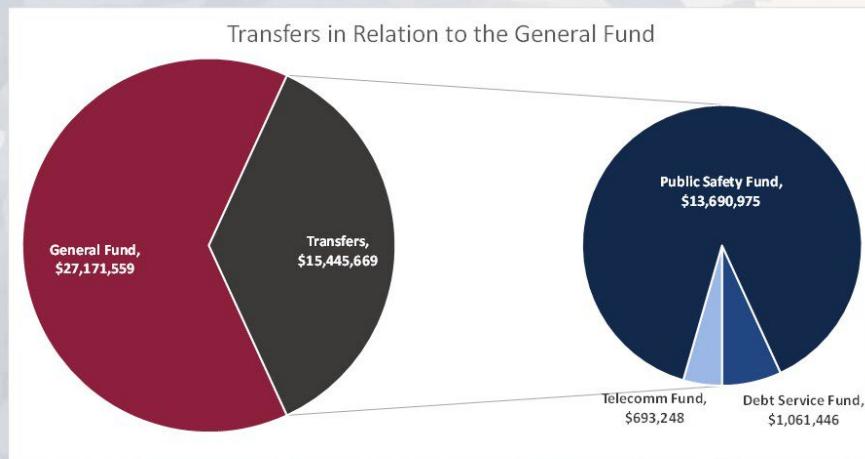


↑7.1%
From FY2025 Amended Budget

FY2026 Final Budget Overview

General Fund – Transfers

Total Budget - \$15,445,669 (56.9% of GF)



FY2026 Final Budget Overview

Debt Service Fund

Total Budget - \$1,755,908

Revenues

- Transfer from General Fund – \$1.06M
- Developer Loan Payment - \$245K
- Transfer from RDA - \$449K

Expenditures

- 2017 Sales Tax Bonds (Road Bond) - \$776K
- Lease payment to MBA (City Hall/Parks Bond) - \$282K
- CHG Parking Structure Loan (developer paid) - \$245K
- Zions Parking Structure Loan (RDA paid) - \$449K

FY2026 Final Budget Overview

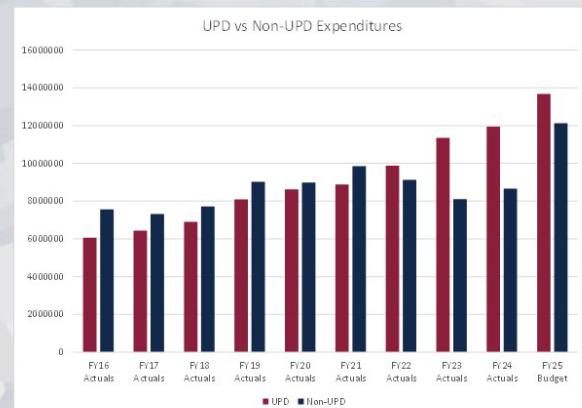
Public Safety Special Revenue Fund

- The FY2026 budget creates the Public Safety Special Revenue Fund to house all public safety related revenues & expenses
- In FY26 it will be funded by a transfer from the General Fund and the proposed Midvale Public Safety Property Tax
- Expenditures will include Animal Control Contract, UFA Emergency Manager Contract, UPD, and minimal miscellaneous
- UPD Increases: 3.46% Increase (\$473K)

Public Safety Service Fund	Actual FY2023	Actual FY2024	Amended FY2025	Final FY2026	Difference	Percent Change
Revenues:						
Property Tax	-	-	-	940,561	940,561	0.0%
Interest Revenue	-	-	-	-	-	0.0%
Transfer From General Fund	-	-	-	13,690,975	13,690,975	0.0%
TOTAL REVENUES	-	-	-	14,631,536	14,631,536	0.0%
Expenditures:						
Information Technology Equipment (Interfund)	1,488	2,113	1,893	1,837	(56)	-3.0%
Professional Services	50,618	-	58,457	56,752	(1,705)	-2.9%
Unified Police Department Contract	11,351,484	11,951,605	13,676,984	14,150,127	473,143	3.5%
Animal Control Contract	312,197	342,578	412,618	422,820	10,202	2.5%
Miscellaneous Supplies	-	19,340	300	-	(300)	-100.0%
Miscellaneous Services	74,514	-	-	-	-	0.0%
Total Operating	11,790,301	12,315,636	14,150,252	14,631,536	481,284	3.4%
TOTAL EXPENDITURES	\$ 11,790,301	\$ 12,315,636	\$ 14,150,252	\$ 14,631,536	\$ 481,284	3.4%

FY2026 Final Budget Overview

Proposed Public Safety Property Tax



10-Year Increases: UPD 97%, Non-UPD 14.5%

- Public Safety increases are straining general fund revenue sources.
- Property tax increases have been and may continue to be needed to maintain service levels and fund UPD increases.
- City's can levy a property tax by ordinance for a specified service – Utah Code 10-6-133.4, which will allow tax increases to be public safety specific.
- Revenues will go into a special fund and must be used only for that service.
- Truth-in-Taxation state code has been followed
- If the Public Safety Property Tax is not adopted after Truth-in-Taxation, General Fund cuts will be required

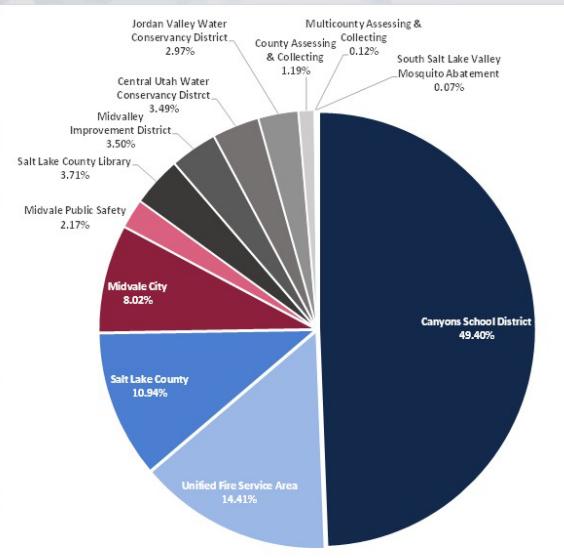
FY2026 Final Budget Overview

2025 Tax Year Information

- Total Taxable Value - \$ 3,766,993,293
- Average Midvale Residential Value - \$492,000 -(4.5% Increase)
- Average Taxable Residential Value (55%) - \$270,600
- Final Budget includes \$940,561 to be generated by the Public Safety Property Tax rate of .000249
 - FY26 UPD increase
 - 3% of FY25 UPD Budget
 - The GF transfer represents 93% of the City's Sales and Property Tax
- Proposed \$67.38 annually on 2025 Average Residential Value of \$492,000

Property Tax Overview

Proposed Public Safety Property Tax



Taxing Entity	2025 Tax Rate ¹	Dollar Amount of Taxes ²
Canyons School District ³	0.005656	\$1,530.51
Unified Fire Service Area ³	0.00165	\$446.49
Salt Lake County	0.001253	\$339.06
Midvale City	0.000918	\$248.41
Midvale Public Safety ³	0.000249	\$67.38
Salt Lake County Library	0.000425	\$115.01
Midvalley Improvement District	0.000401	\$108.51
Central Utah Water Conservancy District ³	0.000400	\$108.24
Jordan Valley Water Conservancy District ³	0.00034	\$92.00
County Assessing & Collecting	0.000136	\$36.80
Multicounty Assessing & Collecting	0.000014	\$3.79
South Salt Lake Valley Mosquito Abatement	0.000008	\$2.16
TOTAL	0.01145	\$3,098.37

Proposed Tax Increases – County-Wide

SALT LAKE COUNTY NOTICE OF PROPOSED TAX INCREASES							
Entities proposing a tax increase	Average value	If approved, tax will increase		Revenue generated from tax increase	% Tax increase	Public hearing information	
		From:	To:			Date/Time	Location
Canyons School	\$ 703,000	Residential	\$ 1,630.12	\$ 1,724.07	\$ 9,000,000	9.21%	Aug 06, 2024 6:00 PM
		Commercial	\$ 2,963.85	\$ 3,134.68			9361 South 300 East Sandy City
Central Utah Water Conservancy	\$ 602,000	Residential	\$ 125.82	\$ 132.44	\$ 3,654,803	7.51%	Aug 27, 2024 6:00 PM
		Commercial	\$ 227.76	\$ 240.80			1456 East 750 North Blk 2 Orem
Draper City	\$ 764,000	Residential	\$ 336.16	\$ 400.01	\$ 1,673,199	23.41%	Aug 14, 2024 6:00 PM
		Commercial	\$ 611.20	\$ 741.84			1020 East Pioneer Road Draper City
Granite School	\$ 528,000	Residential	\$ 1,539.70	\$ 1,582.68	\$ 7,235,582	4.98%	Aug 06, 2024 8:00 PM
		Commercial	\$ 2,799.70	\$ 2,877.60			2500 South State Street South Salt Lake City
Holladay City	\$ 944,000	Residential	\$ 448.46	\$ 745.57	\$ 1,998,120	15.05%	Aug 15, 2024 6:00 PM
		Commercial	\$ 1,179.00	\$ 1,355.58			4580 South 2300 East Holladay City
Metropolitan Water District of Salt Lake & Sandy (Salt Lake)	\$ 624,000	Residential	\$ 63.49	\$ 120.12	\$ 7,892,810	89.63%	Aug 12, 2024 6:00 PM
		Commercial	\$ 115.44	\$ 218.40			3450 East Danian Road Cottonwood Heights City
Metropolitan Water District of Salt Lake & Sandy (Sandy)	\$ 682,000	Residential	\$ 76.15	\$ 131.29	\$ 2,026,831	72.89%	Aug 12, 2024 6:00 PM
		Commercial	\$ 138.45	\$ 238.70			3450 East Danian Road Cottonwood Heights City
Midvale City	\$ 470,000	Residential	\$ 218.00	\$ 250.75	\$ 449,370	14.78%	Aug 13, 2024 6:00 PM
		Commercial	\$ 398.09	\$ 455.90			7505 South Holsten Street Midvale City
Murray City (General fund)	\$ 565,000	Residential	\$ 439.09	\$ 460.84	\$ 583,777	4.59%	Aug 13, 2024 6:30 PM
		Commercial	\$ 798.95	\$ 837.90			10 East 4800 South Murray City
Salt Lake City	\$ 624,000	Residential	\$ 811.67	\$ 820.25	\$ 1,116,407	1.12%	Aug 14, 2024 6:00 PM
		Commercial	\$ 1,430.96	\$ 1,472.71			4551 South State St # 315 Salt Lake City
Salt Lake City Library	\$ 624,000	Residential	\$ 163.96	\$ 222.71	\$ 5,289,795	20.69%	Aug 13, 2024 7:00 PM
		Commercial	\$ 234.46	\$ 403.16			4551 South State St # 315 Salt Lake City
South Salt Lake City	\$ 427,000	Residential	\$ 521.37	\$ 626.34	\$ 2,350,137	20.21%	Aug 07, 2024 7:00 PM
		Commercial	\$ 947.94	\$ 1,139.81			220 East Morris Avenue South Salt Lake City
Taylorsville City	\$ 472,000	Residential	\$ 176.79	\$ 220.92	\$ 928,881	25.05%	Aug 21, 2024 7:00 PM
		Commercial	\$ 321.43	\$ 401.67			2900 West Taylorsville Blvd Taylorsville City
West Jordan City	\$ 528,000	Residential	\$ 386.52	\$ 400.17	\$ 709,787	3.63%	Aug 13, 2024 6:00 PM
		Commercial	\$ 702.77	\$ 727.58			8000 South Redwood Road West Jordan City
West Valley City (Judgment levy)	\$ 426,000	Residential	\$ 0.67	\$ 3.28	\$ 192,200	100.00%	Aug 13, 2024 6:00 PM
		Commercial	\$ 0.67	\$ 5.96			3600 S Constitution Blvd West Valley City

Notices & Communication

- June 17th – City Council adopted proposed tax rate.
- Newspaper Publication Notice of Public Hearings
 - Combined Salt Lake County Notice - Deseret News (7/18) & Salt Lake Tribune (7/20)
 - Midvale City Notice - Salt Lake Tribune – (8/17)
- Notice of Valuations issued from Salt Lake County Auditor
- Digital ads placed on multiple websites – Public Notice Website, Utahlegals.com, Midvale City Website
- Extra City Communication – Billing Inserts, Social Media Posts, Harvest Days City Booth, Midvale Newsletter

FY2026 Final Budget Overview

Public Notice & Communication

- Public Notice
 - Code specific wording – Some changes allowed by State Tax Commission
 - Amount increase on average resident and business
 - Percent increase in overall budget – challenge
 - Public hearing information
- Communication Plan
 - Finalize notice wording
 - Make plan consistent with wording

FY2026 Final Budget Overview

Capital Projects Fund

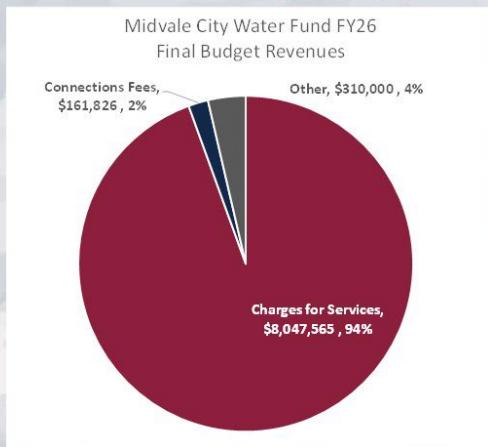
Total Budget - \$32,198,200

Proceeds from Borrowing (\$24.5M) & Use of Fund Balance (\$6M)	Sales Tax (\$1.02M)	Interest Earned (\$100K)
Public Works Facility - \$21M (Carryover)	Sidewalk, Curb, & Gutter Replacement - \$215K	Facility Maintenance - \$65K
HB244 Transportation Projects - \$8.9M (Carryover)	Pavement Management - \$805K	
General Plan Update -\$150K (Carryover)		
Canal Trails Grant Match - \$890K (Carryover)		
Porter Rockwell Trail Study - \$65K (Carryover)		
Midvale Mural Program - \$63K (Carryover)		

FY2026 Final Budget Overview

Water Fund - Revenues

Total Revenues - \$8,519,391



↑9.1%

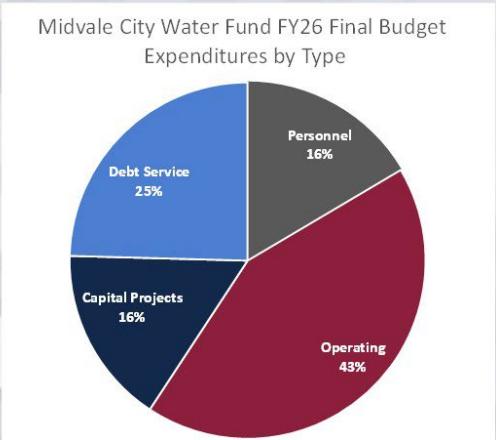
From FY2025 Amended Budget

- The Water Fund budget is prepared per the five-year Comprehensive Financial Sustainability Plan (CFSP) that was completed in FY2021.

FY2026 Final Budget Overview

Water Fund - Expenditures

Total Expenditures - \$7,944,110



↓52%

From FY2025 Amended Budget

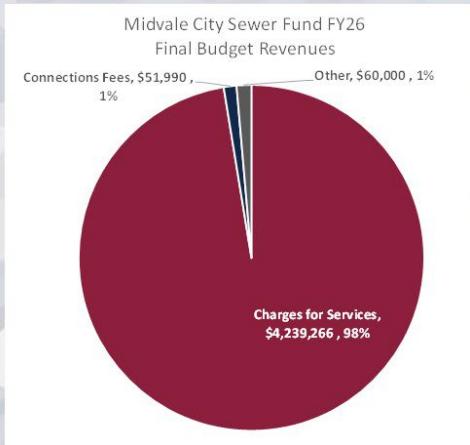
Notable Requests

- City-Wide Salary and Benefit Increases
- JVWCD Contract Changes - \$212K
- Scheduled Capital Projects - \$1.3M

FY2026 Final Budget Overview

Sewer Fund - Revenues

Total Revenues - \$4,351,256



↑17.8%

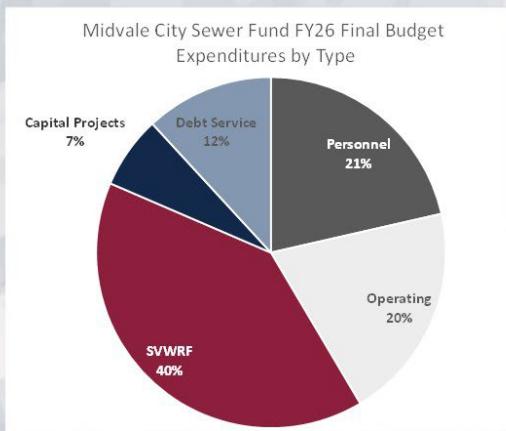
From FY2025 Amended Budget

- The Sewer Fund budget is prepared per the five-year Comprehensive Financial Sustainability Plan (CFSP) that was completed in FY2021.

FY2026 Final Budget Overview

Sewer Fund - Expenditures

Total Expenditures - \$3,959,301



↓16%

From FY2025 Amended Budget

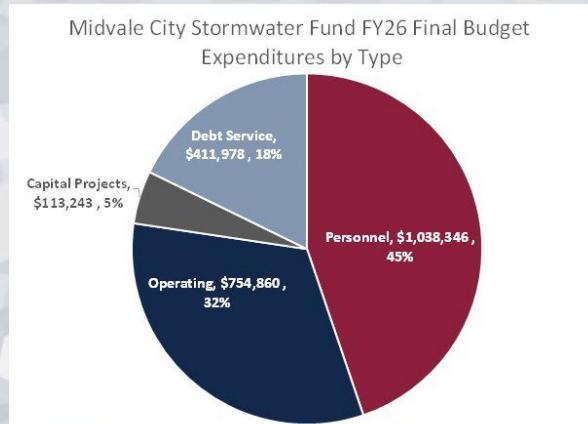
Notable Requests

- City-Wide Salary & Benefit Increases
- SVWRF Operating and Capital Increases- \$35K
 - Scheduled Capital Projects - \$264K

FY2026 Final Budget Overview

Storm Water Fund

Total Budget - \$2,318,427



↓0.1%

From FY2025 Amended Budget

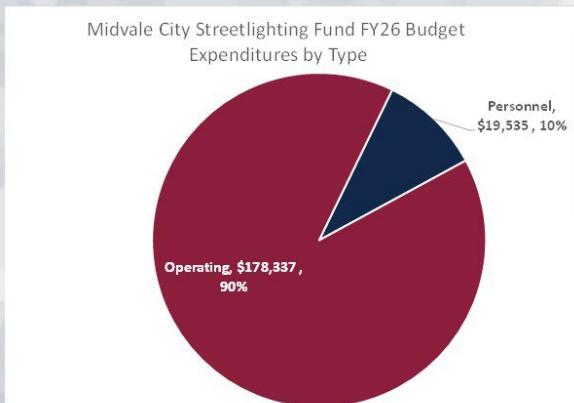
Notable Requests

- City-Wide Salary & Benefit Increases

FY2026 Final Budget Overview

Street Lighting Fund

Total Budget - \$197,872



↓31%

From FY2025 Amended Budget

Streetlight Master Plan is currently underway.

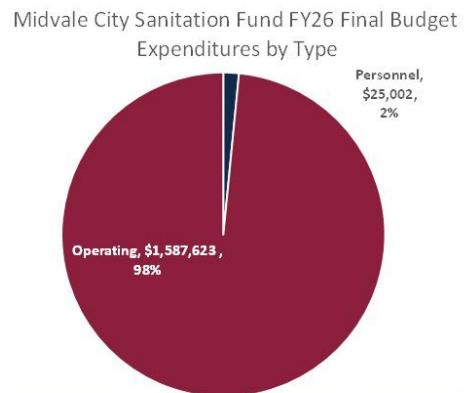
Notable Requests

- City-Wide Salary & Benefit Increases

FY2026 Final Budget Overview

Sanitation Fund

Total Budget - \$1,621,508



↑0.2%

From FY2025 Amended Budget Expenditures

2% Increase in Sanitation Rates
Garbage: \$12.59 to \$12.84
Recycling: \$4.31 to \$4.40

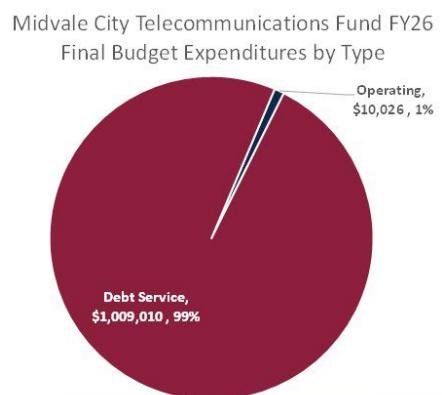
Notable Requests

- City-Wide Salary & Benefit Increases

FY2026 Final Budget Overview

Telecommunications Fund

Total Budget - \$1,019,036



↑12%

From FY2025 Amended Budget Expenditures

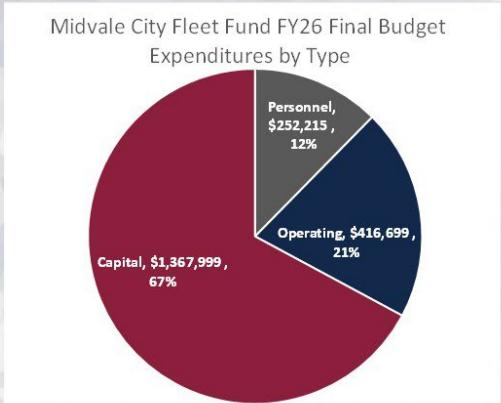
Notable Requests

- UTOPIA Pledge Payments - \$1 million

FY2026 Final Budget Overview

Fleet Fund

Total Budget - \$2,036,913



↓5%

From FY2025 Amended Budget Expenditures

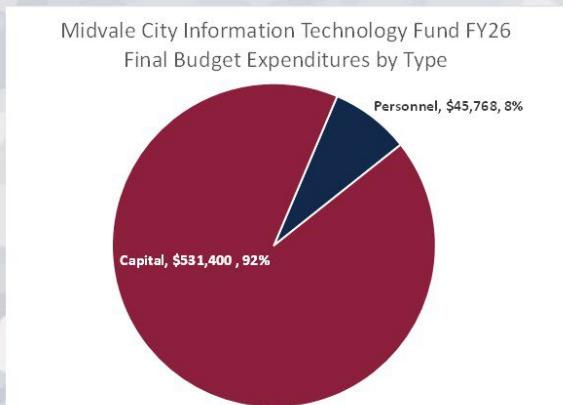
Notable Requests

- City-Wide Salary & Benefit Increases
- Vehicle & Equipment Replacement- \$1.4M

FY2026 Final Budget Overview

Information Technology Fund

Total Budget - \$577,168



↑12%

From FY2025 Amended Budget Expenditures

Notable Requests

- City-Wide Salary & Benefit Increase
- Carryover of \$200K for CD Software

FY2026 Final Budget Overview

Council Member Paul Glover asked how this tax increase will affect businesses. Mariah Hill said businesses are being taxed the full amount of the tax.

Council Member Paul Glover said he just wanted the residents to know that the businesses do not get the residential exemption on the tax increase and it's costing them more to do business. He urged everyone to shop in Midvale.

MOTION: **Council Member Paul Glover MOVED to open the public comment section of the hearing. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.**

Jerry Schmidt, Midvale resident, explained the Circuit Breaker program and how to apply for it. Go to tax.utah.gov, search for Circuit Breaker. Applications must be in by Labor Day. Dan McKay of Riverton tried to destroy this program, but Senator Eliason backs this program.

Chad Thomas, Midvale resident, said he doesn't think a line item on a tax notice is transparent. He went over prior property tax increases and spoke against the current increase. He sees growth everywhere and asks where all the money from taxes is going. He doesn't get raises for just doing his job, he must be exceptional to get a raise. He said the mayor is on the Salt Lake County Animal Services Board and didn't disclose that on his prior Conflict of Interest Disclosure form. He said he had more to say but he had run out of time.

Mayor Dustin Gettel advised Chad Thomas that he had run out of time and then explained that he is not on the animal services board as a board member, he is in an advisory position representing Midvale City.

Ken Harper, Midvale resident who has lived on Holden Street for 42 years, asked what he can expect from UPD and animal services for the tax increase. He has felt unsafe in Midvale over the last 12 months for the first time in his life due to cars parked on the street creating a blind spot when he is pulling out of his driveway. There are cars parked on the street creating unsafe conditions.

Doug Wright says no to all property taxes and an increase to property taxes. As he sees new buildings like elementary schools and fire stations being built, he sees that they are being built like Taj Mahals. He said the city doesn't tax on needs; they tax on wants. Residents are being taxed out of their homes. He has been charged a streetlight fee for the last ten years and he doesn't have any streetlights on his street.

Lana Stewart, Midvale Resident, said she has also been charged a streetlight fee for years and the streetlight on her street is on a barnyard pole, not a nice metal fancy pole. She doesn't feel like property taxes are evaluated properly. She remodeled her home in 2010, and her taxes are still rising; she asked if there was a way that taxes could be applied based on individual property situations. She also said there is a lot of noise on weekend nights on State Street that is carried over into her neighborhood. She would like something to be done about the loud noise from motorcycles so she can leave her windows open and not be bothered by the noise.

Matt Bjarnson has been a Midvale resident for 41 years. He has watched taxes go up over the years. He feels like this tax increase will open a pandora's box. He would prefer

the general fund to be cut. He's concerned that the new tax will just increase each year, and the money can be pilfered for other things. He says no to taxes.

Brian James said he grew up and bought property in Midvale on the same street. He's frustrated with commercial properties near his property. It has ruined the neighborhood feel of his street. He said there are also large commercial trucks parking on the street. There is no place for kids to walk home from school safely. He calls Code Enforcement and reports the trucks that are parked and driving illegally on his street and no one responds.

Stacy Phillips said she has lived on the border of Midvale for 58 years. She understands the need for an increase in small increments. She wonders why we are spending so much on consultants for Harvest Days and why we are paying money to Utopia. Her understanding was that at some point residents would be able to stop paying Utopia but each year the Utopia fee goes up. She would like to see more transparency with how money is spent.

Molly Swonger said she was concerned about a public safety increase. She believes that the state legislature passes legislation that costs the cities more money. She would like the council and residents to call their representatives and let them know they need to stop increasing taxes and start representing their constituents.

Diane Bjarnson, a Midvale resident, disagreed with the statement that the tax is not for growing government, it's for sustaining the core services. She asked if she could turn her remaining 2:00 minutes over to Chad Thomas.

Chad Thomas disagreed with more money for animal services; he said they won't do anything about raccoons. He said he sees a pattern of a consistent upward climb in costs paired with a lack of clear and honest communication. He said his property taxes have increased by \$1000 over the last six years.

Luke Maynes thanked the council for keeping this tax as low as possible. He acknowledged that UPD is the most consistent high cost that the city has and he would like the approach to public safety to be broader and include services to help prevent crime before it happens.

Proceedings of City Council Meeting

August 19, 2025

From: <noreply@revize.com>
Sent on: Tuesday, July 22, 2025 5:00:38 PM
To: Rori Andreason <randonreason@midvaleut.gov>
CC: Charlie Cressall <ccressall@midvaleut.gov>
Subject: Public Comment Submission for City Council

Follow up: Follow up

Start date: Tuesday, July 22, 2025 12:00:00 AM

Due date: Tuesday, July 22, 2025 12:00:00 AM

text-1728315720217 = Liliana

text-1728315733735 = Rodriguez

textarea-1728315764583 = [REDACTED]

text-1728315785401 = [REDACTED]

date-1728315809166 = 2025-08-19

select-1728315833162 = Redevelopment Agency

textarea-1728315924358 = I strenuously object to yet another increase in property taxes.

The Police, Animal services and Emergency services need to tighten their budgets like all of Midvale citizens are forced to do during inflationary times. Government is BLEEDING us dry and providing the wealthy classes with tax breaks they don't need or deserve at our expense.

GIVE MIDVALE CITIZENS A BREAK!! I'm sick of the constant raising of our home taxes.

Client IP = 172.59.152.100

Proceedings of City Council Meeting

August 19, 2025

From: <noreply@revize.com>
Sent on: Monday, July 21, 2025 9:40:23 PM
To: Rori Andreason <randonreason@midvaleut.gov>
CC: Charlie Cressall <ccressall@midvaleut.gov>
Subject: Public Comment Submission for City Council

Follow up: Follow up

Start date: Monday, July 21, 2025 12:00:00 AM

Due date: Monday, July 21, 2025 12:00:00 AM

text-1728315720217 = Peggy Elizabeth
text-1728315733735 = Canhoto
textarea-1728315764583 = [REDACTED]
text-1728315785401 = [REDACTED]
date-1728315809166 = 2025-08-19
select-1728315833162 = Redevelopment Agency
textarea-1728315924358 = Utah has the 11th highest overall tax burden of any in the nation and the 1st highest of all conservative states. My property taxes have gone up 55% in the last 5 years. What makes you think it's ok to continue to raise our taxes vs looking at the large amount of revenue you already get and see how it can be spent better? Every one of us has been forced to streamline our budgets and make priorities as should our city and state governments.
Client IP = 172.59.153.208

From: <noreply@revize.com>
Sent on: Sunday, July 27, 2025 2:39:46 PM
To: Rori Andreason <randonreason@midvaleut.gov>
CC: Charlie Cressall <ccressall@midvaleut.gov>
Subject: Public Comment Submission for City Council

text-1728315720217 = Concerned
text-1728315733735 = Citizen
textarea-1728315764583 =
text-1728315785401 = [REDACTED]
date-1728315809166 =
select-1728315833162 = Redevelopment Agency
textarea-1728315924358 = All taxation is theft. Government has been deceiving its people for so long that they themselves are deceived! Has no one been taught or remember the reasons for the American Revolution? Has nobody studied the founding fathers? Has everyone forgotten what freedom and liberty really mean? This violated true principle.
Client IP = 76.149.190.108

Online comment:
Tyler Glaitti, could not connect.

Mayor Dustin Gettel chose to temporarily close the public comment section after three minutes while IT tried to solve the issue with the online comments section.

MOTION: **Council Member Paul Glover MOVED to close the public comment section of the hearing. The motion was SECONDED by Council Member Bryant Brown. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.**

Council Member Bryant Brown said he understands and empathizes with how painful new taxes can be. He pointed out that on the tax notice Midvale City is getting a smaller amount than some of the other entities taxing residents. The new school and fire station buildings are not part of Midvale City's taxes even though they are in Midvale.

MOTION: **Council Member Heidi Robinson MOVED to open the public comment section of the hearing. The motion was SECONDED by Council Member Paul Glover. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.**

Online Comment:

Tyler Glaitti thanked the council for the efforts they have made to improve public safety. He noticed that a significant amount of the new funding will be allocated to policing resources. He would like to know if crime will go down in a measurable reduction with this additional funding. He'd like to know how these statistics will be tracked. He suggested using a metric like violent crimes per dollar invested in policing. He was unable to locate an up-to-date detailed crimes statistic for Midvale on the UPD site. He requested this data via email and has not heard back. He is interested in hearing what the incremental benefits will be in comparison to the incremental costs. He would like to hear the council's thoughts on this.

Doug Wright asked for more time. He said a former city manager said that UPD asks for 15 – 20% more each year and the city just goes ahead and pays the bill. He would like to know where the value is in staying with UPD when other cities have dropped UPD due to their high cost.

Mayor Dustin Gettel responded to Mr. Wright saying that the UPD increase this year was 3.4%.

Chad Thomas said he would like to see all the money to go to UPD to help them do a better job. He would like to hear how this will benefit the residents of Midvale.

Mayor Dustin Gettel responded to Mr. Thomas and said that 99.9% of the increase is going to UPD and asking to know what improvements will be made is not an unreasonable request.

MOTION: **Council Member Paul Glover MOVED to close the public comment section of the hearing. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.**

Council Member Bryant Brown said there are a lot of meetings that are focused on talking about the budget and how the city spends money. He asked for ideas of how to get notice to the public more effectively. He wants to hear from the public.

Council Member Heidi Robinson said the city doesn't just pay the bill; the council and mayor work to find the lowest cost and best services.

Council Member Denece Mikolash said that when she became a council member the other council members spent hours educating her on the budget and what services and benefits are provided. The 2024 survey provided feedback that safety was the number one priority for residents, and this increase is trying to address that. She would like to know how to provide more transparency if that isn't happening.

Council Member Paul Glover said that UPD offers a lot of services and value that a city Police Department can't offer for the same price. He said cuts to service would occur if this tax doesn't go through. He doesn't like property taxes, he prefers sales tax, but he doesn't think the city can keep the level of service it currently offers without this tax increase. The city could just increase the General Fund but with the implementation of a Public Safety Fund the money will go directly to public safety.

Mayor Dustin Gettel talked about the importance of Animal Services and how they helped several years ago with a reptile hoarding situation. He also said that since raccoons are not native to Utah, Animal Services are unable to help with them; however, there is an Urban Wildlife organization that will go out and remove raccoons.

Council Member Bryant Brown said he saw two deer running down the middle of Grant Street on a recent morning, that was a sight he never thought he would see.

Matt Dahl thanked everyone for their comments. He wants to learn from the comments to help resolve issues. He said the council works all year on trying to find inefficiencies and reducing costs while also meeting the wants and needs of residents without raising costs of services. He invited residents to call him and set up an appointment to chat about issues. He explained the factors involved in capturing new growth and that there are a lot of factors that go into that calculation and in a lot of cases the numbers are dictated by the State. For example, the new buildings and business are positive but when it's a remodel of an existing building there is no net growth, it's an extremely complicated

calculation. The streetlight fee was intended to cover the new streetlights in Midvale, not to bring a streetlight to every street but the lights throughout the city benefit everyone in the city. The city is planning to do a new streetlight master plan with the intent to expand the streetlight program in the most cost efficient, streamlined way possible.

The city has a traffic committee that meets quarterly to discuss traffic concerns in the city. Residents with traffic concerns may participate in the process. When Midvale City signed the agreement with Utopia, Midvale agreed to help cover the debt service of the other cities involved with Utopia for a period of time. The amount owed to Utopia is increasing based on the original agreement, but the city is also receiving more money from Utopia in an annual disbursement that goes to the cities supporting Utopia as an offset to the growth in the amount paid to Utopia. The City is not coming up with new property tax or sales tax revenue to pay Utopia.

Mayor Dustin Gettel said the city received an \$800,000 reimbursement check from Utopia earlier this year.

Matt Dahl invited everyone to watch the meetings with partner organizations to understand how Midvale City is represented in those groups. He said that the city receives reports from UPD on crime data, officer calls, and homelessness statistics and the city is meeting what the State requires, but he could see from tonight's comments that residents want to see that information conveyed in a different way. He said he is happy to have conversations about that.

Council Member Bryant Brown said the reason the city has these meetings is to learn what the residents want to see. He asked that residents keep in mind that unexpected events may happen that can affect UPD resources and budget.

ACTION: Consider Ordinance No. 2025-O-13 Levying a Midvale City Public Safety Property Tax for Calendar Year 2025 and Levying Taxes upon all Real and Personal Property within the Corporate Boundaries of Midvale City, Utah.

MOTION: Council Member Heidi Robinson MOVED to Adopt Ordinance No. 2025-O-13 Levying a Midvale City Public Safety Property Tax at a rate of .000249 for Calendar Year 2025. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye

The motion passed unanimously.

IV. ACTION ITEM

A. CONSIDER RESOLUTION NO. 2025-R-47 ADOPTING THE FINAL OPERATING AND CAPITAL BUDGETS FOR MIDVALE CITY, STATE OF UTAH, FOR THE FISCAL YEAR ENDING JUNE 30, 2026.

Mariah Hill said in adopting the FY 2026 budgets there are several procedural steps that the City Council is required to take to be compliant with state statute:

1. UCA 10-6-111(1) requires the Budget Officer (City Manager) to present a tentative budget for each fund within the City. The budgets must be submitted no later than the first regularly scheduled meeting in May. The City Manager and staff presented tentative budgets for the City in a Public Hearing on Tuesday, May 6, 2025. The City Council was briefed on revenue estimates, provided an overview of the expenditures, and presented budget highlights. A detailed budget was also made available on the City's website www.midvale.utah.gov.
2. UCA 10-6-111(3) further requires the City Council to adopt the tentative budget at the first regularly scheduled board meeting in May, which occurred.
3. Public hearings were held on May 6, 2025 and June 3, 2025.
4. A Resolution adopting the final budget for Midvale City will be presented for your consideration on Tuesday, August 19, 2025.

FISCAL IMPACT: FUND	REVENUES	EXPENDITURES
General	\$27,171,559	\$27,171,559
Debt Service	\$1,755,908	\$1,755,908
Public Safety	\$14,631,536	\$14,631,536
Capital Projects	\$32,198,200	\$32,198,200
Water	\$8,519,391	\$7,944,110
Sewer	\$4,351,256	\$3,959,301
Storm Water	\$2,324,490	\$2,318,428
Sanitation	\$1,612,625	\$1,612,508
Street Lighting	\$424,623	\$197,872
Telecommunications	\$1,019,036	\$1,019,036
Information Technology	\$577,329	\$577,329
Fleet	\$2,036,913	\$2,036,913

MOTION: Council Member Bryant Brown MOVED to Approve Resolution No. 2025-R-47 Adopting the Final Operating and Capital Budgets for Midvale City, State of Utah, for Fiscal Year ending June 30, 2026. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye

The motion passed unanimously.

V. ADJOURN

MOTION: Council Member Paul Glover MOVED to adjourn the meeting. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 7:38 p.m.

Rori L. Andreason, MMC
H.R. DIRECTOR/CITY RECORDER

Approved this September 2, 2025



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: September 2, 2025

SUBJECT:

Consider **Resolution No. 2025-R-51** Approving Adoption of Public Art Guidelines

SUBMITTED BY:

Moira Gray, RDA Project Manager

SUMMARY:

The Midvale Public Art Guidelines are meant to be a guiding document to assist staff in the execution of Midvale's Public Art Program. The Public Art Guidelines will also be used by artists to help guide them through the project proposal process. It expands the definition of Public Art to include multiple mediums, and gives location, design, and maintenance considerations when choosing public art projects.

FISCAL IMPACT: NA

STAFF RECOMMENDATION AND MOTION:

"I move that we suspend the rules* and pass Resolution No. 2025-R-51, approving adoption of the Midvale City Public Art Guidelines."

* It is necessary to suspend the rules because RDA staff is currently preparing a call for artists related to the creation of public art for the new City Hall plaza. Staff aims to publish the call this fall, with the goal of installing the artwork next spring. These guidelines will be attached to the referenced call.

ATTACHMENTS:

Resolution No. 2025-R-51
Midvale City Public Art Guidelines

MIDVALE CITY, UTAH
RESOLUTION NO. 2025-R-51

RESOLUTION APPROVING ADOPTION OF PUBLIC ART GUIDELINES

WHEREAS, Art is an integral part of the Midvale City community and support of public art is an established goal of the City Council; and

WHEREAS, the Redevelopment Agency of Midvale City has implemented a public art program within the Jordan Bluffs and Bingham Junction Project Areas; and

WHEREAS, one of the key objectives of establishing the Main Street Community Development Project Area was to foster arts and culture; and

WHEREAS, Art should be accessible to the public, durable to the outdoor elements, safe to the public and compatible with City vision and goals;

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves the adoption of the Midvale City Public Art Guidelines, attached to this Resolution as **Exhibit “A”**.

This Resolution shall become effective immediately upon passage thereof.

PASSED AND APPROVED this 2nd day of September 2025.

By: _____
Dustin Gettel, Mayor

ATTEST:

By: _____
Rori L. Andreason, MMC
Secretary

Voting by the City Council	“Aye”	“Nay”
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Bonnie Billings	_____	_____
Denece Mikolash	_____	_____

MIDVALE CITY PUBLIC ART GUIDELINES

Public art is any work of art or structural design element situated in a public place and open for the public to experience. Works of art include, but are not limited to, the art mediums of: weaving, carving, painting, assemblage, collage, welding, casting, mixed media, multimedia and sculpting. The purpose of public art is to enhance, celebrate, and reflect the community's history, environment, and culture and promote Midvale City as an arts and culture hub. Midvale City supports this endeavor and has created the following guidelines to ensure consistency and appropriate results:

Location

Public art pieces are encouraged to be located in areas that are gathering places, highly visible to the public, and major entryways to the City.

All locations of public art should be suitable to receive the proposed public art materials. Exposure to weathering elements shall be considered to minimize fading, damage, or deterioration to public art. Appropriate measures shall be made before public artwork installation commences.

The public art shall be designed for all viewpoints, i.e., pedestrians, moving vehicles, seated audiences, etc.

Design Criteria

The following are a suggested set of criteria to be used as guidelines in the identification, selection and acceptance of public art.

1. **Quality:** Public art shall be of exceptional quality and enduring value. Consideration shall include artists' experience in successful projects, material selection, craftsmanship and reflect enduring artistic quality.
2. **Authenticity:** Successful art projects are authentic to the community and their surroundings. Work shall be original and compatible in style, scale, material, form and content with their surroundings.
3. **Community:** The artwork should have the ability to help the community feel both ownership of the art as well as an ongoing appreciation of the work. Work may tell a story of the community's past or present, and may portray a sense of the place, people and spirit that live here. The public art's visual imagery shall be appropriate for all audiences. The imagery shall not reflect partisan politics,

contain sexual or religious content, or express a commercial aspect through use of logos, slogans or other advertising messages.

4. **Other Considerations:** Public art shall be safe, accessible, durable, and compatible with City Building codes. Lighting and site preparations should be considered. Artwork shall not create safety problems to the public or liability problems to the City.

Maintenance

Artworks should not require excessive maintenance or repair costs. Artworks that require frequent maintenance are discouraged. Consideration of funding for the repair, maintenance, or restoration of artwork should be taken into account when recommending public art.



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: September 2, 2025

SUBJECT:

Consider **Resolution No. 2025-R-52** Approving Amendment to Program Year 2024 Subrecipient Agreement Between Salt Lake County and Midvale City

SUBMITTED BY:

Moira Gray, RDA Project Manager

SUMMARY:

On July 1st, 2024, Midvale City was awarded \$100,000 in Community Development Block Grant (CDBG) funding from Salt Lake County for the Redevelopment Agency's Home Repair Loan Program (HRLP). This funding was in addition to a rollover of \$96,876 from the previous program year, for a total of \$196,876.00. \$34,373.96 of Program Year 24-25 funds remain unspent due to contract delays. Resolution No. 2025-R52 authorizes the Mayor to amend the Agreement with Salt Lake County to extend the period of performance for these CDBG funds until December 31st, 2025.

FISCAL IMPACT:

Midvale City was awarded a total of \$196,876.00 in CDBG funds to support the Home Repair Loan Program for Program Year 24-25. A total of \$34,373.96 still remains unspent. This amendment will extend the deadline to expend the remaining funds to December 31, 2025.

STAFF RECOMMENDATION AND MOTION

"I move that we suspend the rules* and pass Resolution No. 2025-R-52, authorizing the Mayor to amend an agreement with Salt Lake County for Community Development Block Grant Funds to support the Redevelopment Agency's Home Repair Loan Program."

* It is necessary to suspend the rules as Salt Lake County has a strict deadline to have the Amendment signed.

ATTACHMENTS:

Resolution No. 2025-R-52
Amendment One of the CDBG Subrecipient Agreement between Salt Lake County and Midvale City
CDBG Agreement between Midvale City and Salt Lake County

**MIDVALE CITY, UTAH
RESOLUTION NO. 2025-R-52**

**A RESOLUTION PROVIDING CONSENT TO ENTER INTO AN AGREEMENT WITH
SALT LAKE COUNTY FOR COMMUNITY BLOCK GRANT FUNDS TO SUPPORT
THE REDEVELOPMENT AGENCY'S HOME REPAIR LOAN PROGRAM.**

WHEREAS, on July 1st, 2024, Midvale City was awarded \$196,876.00 in CDBG funding to support the Redevelopment Agency's Home Repair Loan Program (HRLP); and

WHEREAS, \$34,373.96 remains unspent; and

WHEREAS, this funding will support the HRLP for the current 2026 fiscal year; and

WHEREAS, Salt Lake County and Midvale City have drafted an Amendment to extend the performance period for CDBG funds;

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council authorizes the Mayor to sign Amendment One to the Agreement between Midvale City and Salt Lake County for CDBG funding attached to this Resolution as **Exhibit "A"**.

This Resolution shall become effective immediately upon passage thereof.

PASSED AND APPROVED this 2nd day of September 2025.

By: _____
Dustin Gettel, Mayor

ATTEST:

By: _____
Rori L. Andreason, MMC
Secretary

Voting by the City Council	"Aye"	"Nay"
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Bonnie Billings	_____	_____
Denece Mikolash	_____	_____

SALT LAKE COUNTY
County Contract No HCD24053CH
District Attorney No.: 25CIV001115
24CIV001396

CFDA # 14.218

AMENDMENT ONE
of the
CDBG SUBRECIPIENT AGREEMENT
between
SALT LAKE COUNTY
And
MIDVALE CITY

THIS AMENDMENT ONE ("Amendment") is entered into and shall be effective as of the 1st day of July 2025, by and between Salt Lake County, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 ("County"), and Midvale City Corporation, a municipal corporation of the State of Utah, with its business address located at 7505 South Holden St., Midvale, UT 84047, ("Subrecipient"), UEI Number: SRDNLV6ZRXW8.

RECITALS

- A. The Parties entered into County Contract No. HCD24053CH, effective as of July 1st, 2024 (the Agreement); and
- B. Paragraph 9 of Attachment A of the Agreement – General Terms and Conditions - permits written changes to be made in the Agreement upon the mutual consent of the Parties; and
- C. It has been determined by the Parties that certain provisions of the Agreement should be modified as provided herein.

NOW THEREFORE, in consideration of the mutual desires of the Parties expressed herein, and other good and valuable consideration, the receipt and sufficiency of which it is hereby acknowledged, the Parties agree as follows:

1. Paragraph 6, entitled Period of Performance, is amended as follows:

The period of performance of this Agreement shall be 18 months, which the period shall begin on July 1st, 2024, and will end on December 31st, 2025. The Agreement expiration date is set for February 28th, 2026, which is approximately sixty (60) days after the end of the period of performance.

2. Attachment B, entitled Project Statement of Work, is amended as follows:

The paragraph titled "REPORTING" in Attachment B of the Agreement requires timely progress reports from the Subrecipient. Subrecipient will complete an online quarter report in Smartsheet according to the timelines below.

REPORTING: This Agreement requires timely progress reports from sub-recipients. Sub-recipient will complete 1) a quarterly narrative and demographic report, and 2) a quarterly statistical progress report.

All reports must be submitted according to the timelines below. Reporting requirements are subject to change.

Required Report	Reporting Period	Due Date
Narrative and Statistical Progress Report (Quarterly)	Q1	July 1 st - September 30 th , 2024
	Q2	October 1 st – December 31 st , 2024
	Q3	January 1 st – March 31 st , 2025
	Q4	April 1 st – June 30 th , 2024
	Q5	July 1 st – September 30 th , 2024
	Q6	October 1 st – December 31 st , 2025

3. Attachment C entitled Project Budget, is amended as follows:

Services must be provided before the end of the period of performance on December 31st, 2025. A final invoice must be received with payment issued before the contract end date of February 28th, 2026.

The county provides payment to the Subrecipient on a reimbursement basis. Reimbursement requests must be submitted through an online invoice portal provided by the County. The Subrecipient is required to submit reimbursement requests by the 15th of each month for all costs incurred during the previous month.

If the Subrecipient does not have any eligible costs for the previous month, the Subrecipient must submit a zero-dollar invoice in the reimbursement portal. If the Subrecipient is unable to submit an invoice for the previous month, the Subrecipient must inform the County in writing prior to the 15th of each month.

The county fiscal year runs from January to December. This requires all reimbursement requests during the previous calendar year to be reviewed and approved by County staff no later than January 15th each year. When possible, the County will provide flexibility with reimbursement requests, but the County cannot process any requests for reimbursement from the previous calendar year after January 15th, regardless of circumstances. If the Subrecipient has any concern with costs incurred from the previous calendar year being reimbursed by this date, the Subrecipient must communicate in writing to County staff the reason for the delay as soon as possible to avoid non-payment of reimbursement requests.

Back-up documentation of billed costs must be submitted with all reimbursement requests, unless otherwise notified by the County. Subrecipient will keep documentation of match expenditures on file for review as requested by the County.

Any changes to Attachment B: Statement of Work or Attachment C: Project Budget must be approved in writing by the County. Budget changes must be approved before the incurring of expenses. Changes determined by the County to be substantial may require an amendment to this agreement.

4. All Parts, Paragraphs, Attachments and other provisions of the Agreement and any prior

amendments thereof not specifically modified by this amendment shall be the same and remain in full force and effect. If this Amendment is executed more recently than the expiration of the period of performance stated in the underlying agreement, then this Amendment shall relate back to and be effective from the last day of the previous period of performance.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be approved by its governing body or board and to be duly executed on the following date:

MIDVALE CITY CORPORATION:

By: _____

Its: _____

Date: _____

The individual signing above hereby represents and that they are duly authorized to execute and deliver this Amendment on behalf of the Contractor by authority of law, and that this Amendment is binding upon Contractor. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code § 76-8-504.

SALT LAKE COUNTY:

By: _____

Mayor or Designee

Date: _____

Division Approval:

By: _____

Director or designee

Reviewed and Advised as to Form and Legality:

Melanie F. 
Digitally signed by
Melanie F. Mitchell
Date: 2025.08.08
13:33:02 -06'00'
By: _____
Senior District Attorney
Salt Lake County

SALT LAKE COUNTY
County Contract No. HCD24053CH
District Attorney No. 24CIV001396
CFDA # 14.218

CDBG SUBRECIPIENT AGREEMENT
Between
SALT LAKE COUNTY
And
MIDVALE CITY

THIS SUBRECIPIENT AGREEMENT (“Agreement”), is between Salt Lake County, a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 (“County”), and Midvale City Corporation, a municipal corporation of the State of Utah, with its business address located at 7505 South Holden St., Midvale, UT 84047, (“Subrecipient”), UEI Number: SRDNLV6ZRXW8. County and Subrecipient may be referred to jointly as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Salt Lake County has entered into a grant agreement (the “Grant Agreement”) with the United States Department of Housing and Urban Development (“HUD”) for formula grant disbursement to conduct the Community Development Block Grant program (“CDBG”) pursuant under the r Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq. and subject to the rules and regulations, promulgated by HUD governing the conduct of Community Development Block Grant program, but not limited to, Title 24, Part 92 of the Code of Federal Regulations (“CFR”) (the “Rules and Regulations”); and the applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Super Circular”); and

WHEREAS, In response to the County’s Request for Grant Applications (“RFA”) released in the Fall of 2023, Subrecipient submitted an application outlining the planned use of the awarded funds to carry out the Midvale City Home Repair Loan Program (“Project”). The Redevelopment Agency (“RDA”) of Midvale City will utilize the CDBG funds to support a home repair loan program (“HRLP”) that will be administered by Midvale City and NeighborWorks Salt Lake (“NWSL”). The activities include forgivable loans, housing counseling, and all administrative costs; and

WHEREAS, based on recommendations made on May 9, 2024, by the Salt Lake County Urban Mayors, the Mayor of Salt Lake County approved the sub-grant of funds described in this Agreement to be used for eligible CDBG activities.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, covenant and agree as follows:

1. **INCORPORATION BY REFERENCE**

a. The Recitals stated above are incorporated herein and made a material part of this Agreement by this reference.

2. **SUBRECIPIENT'S CONTACT PERSON**

a. Subrecipient Contact Person: Marcus Stevenson / Mayor

3. **FUNDING AMOUNT**

a. Total Agreement amount of One Hundred Ninety-Six Thousand Eight Hundred Seventy-Six Dollars (\$196,876.00).

4. **PROJECT(S) OR ACTIVITIES**

a. Project name: Midvale City Home Repair Loan Program (“HRLP”).
b. Total project cost: \$250,000.00.
c. HRLP improvements will address emergency repairs, eliminate blight, conserve energy, and preserve the housing community within Midvale’s city limits. Funds will be available on a first come, first-served basis. “CDBG funds” will be utilized to pay for the contracted administrative costs of the home repair loan program (“HRLP”) which provides forgivable loans up to \$15,000.00 to approximately 15-20 Households. Contracted services will be provided by NeighborWorks Salt Lake (“NWSL”).
d. Program Service Provider: NeighborWorks® Salt Lake. Anthony Semone - Director of Homeownership Services. HUD Certified Counselor FZ7FEY
622 W 500 N, SLC, UT 84116 | 801-539-1590 | tonys@nwsaltlake.org.

5. **SUBAWARD INFORMATION**

a. The following information is provided pursuant to 2 CFR 200.332(a)(1):

- i. Federal Award Identification No (FAIN): TBD
- ii. Federal Award Date: July 1st, 2024
- iii. Total Amount of Federal Funds Obligated to Subrecipient by County: One Hundred Ninety-Six Thousand Eight Hundred Seventy-Six Dollars. (\$196,876.00)
- iv. Total Amount of the Federal Award committed to Subrecipient: One Hundred Ninety-Six Thousand Eight Hundred Seventy-Six Dollars. (\$196,876.00)
- v. Is Award Research and Development: No
- vi. Indirect Cost Rate for Federal Award for County: N/A

6. **PERIOD OF PERFORMANCE**

- a. Period of performance begins 07/01/2024
- b. Period of performance terminates 06/30/2025
- c. Agreement expires on 08/31/2025

7. **DOCUMENTS INCORPORATED INTO THIS GRANT AND ATTACHED**

ATTACHMENT A: General Terms and Conditions

ATTACHMENT B: Project Statement of Work

ATTACHMENT C: Project Budget

Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED

a. All other governmental laws, regulations, or actions applicable to the services authorized by this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

MIDVALE CITY CORPORATION:

By: *Marcus Stevenson*
Marcus Stevenson (Nov 7, 2024 12:57 MST)

Title: Mayor

Date: Nov 7, 2024

SALT LAKE COUNTY:

By: *Catherine Kauter*
Catherine Kauter (Nov 7, 2024 17:38 MST)

Mayor or designee

Date: Nov 7, 2024

Division Approval:

By: *Michael Shulh*
Michael Shulh (Nov 7, 2024 17:38 MST)

Director or Designee

Reviewed and Approved as to Form and Legality:

John E. Diaz
Digitally signed by John E. Diaz
Date: 2024.08.13 10:48:52
-06'00'

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

**ATTACHMENT A:
GENERAL TERMS AND CONDITIONS**

1. Background. County has entered into a grant agreement ("Grant Agreement") with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant Eligible ("CDBG Project") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("CDBG") programs, 24 Code of Federal Regulations ("CFR") part 570, as amended, (the "Rules and Regulations") and the applicable provisions of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Super Circular") County is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects.

2. Project Responsibility. County's Division of Housing and Community Development ("HCD") is hereby designated as the representative of County regarding all CDBG Project matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in Attachment B - Statement of Work. Substandard performance as determined by County will constitute non-compliance with the agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

3. Project Budget.

a. A budget ("Budget(s)") must be prepared for each of the Projects subject to this Agreement and submitted to County for review prior to the start of each of the Project(s). These Budgets must be approved by County and be attached to this Agreement when executed. The Project(s) shall be identified in Attachment C, with a sub-attachment number, if appropriate, for each Project. Each of the Budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to Subrecipient for that Project.

b. Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All changes however, within the Budget(s), shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in Paragraph 7(A), or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of Paragraph 9.

4. Eligible Costs. All costs which are incurred on any of the Project(s) by Subrecipient during the period of performance of this Agreement and which have been determined by County to be

appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.

5. Extension Periods. This Agreement may be extended by written amendment at County's sole option.

6. Time is of the Essence. All performance of this Agreement shall be undertaken and completed by the Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date unless this Agreement is extended by amendment.

7. Funding Amount.

a. Subject to the requirements of this Agreement, County will fund the Subrecipient for the full performance of this Agreement and the actual conduct of the Project(s) specified herein undertaken by Subrecipient. This is a fixed ceiling amount and shall not be considered as an "estimate-of-cost," "percentage-of-cost" or any kind of "cost-plus" sum, price, or amount. In addition, as used in this Agreement, unless the context indicates otherwise, the words "expend," "expended" and "expenditure" shall include all amounts obligated or committed by Subrecipient by written agreement (including unilateral purchase orders) for expenditure on the Project(s).

b. Subrecipient must make a concerted, good-faith effort to expend the total subgrant within the Period of Performance. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subrecipient for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated in this Agreement without prior written amendment.

c. In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for project costs as specified in Attachment C by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release or transfer any unexpended amount back to County within thirty (30) days. Any project funds held by County at the end of the Period of Performance or refunded, released or transferred to County shall be reallocated by County. Subrecipient shall be eligible to apply for these funds but shall have no greater priority than any other applicant.

d. In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this Agreement, Subrecipient shall, upon notice from County, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, County or other lawful directive.

e. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

8. Methods of Disbursement.

a. Subrecipient may request disbursement from County of that part of the funding amount relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.

b. A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, that division will submit the request to the appropriate County offices and divisions for processing and payment. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project during the period for which payment is requested.

c. Prepayment of the funds or a partial advance of funds to Subrecipient for a Project may be made by County if the nature of the Project or unusual circumstances justify such payment. Any prepayment or advance payment made hereunder must be justified in writing by Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

d. Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will upon written request be immediately refunded to County by Subrecipient.

e. No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment.

9. Amendments.

a. Either of the Parties may request amendments to any of the provisions of this Agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the Parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that, extensions of time amendments in the Period of Performance and contract expiration date may be authorized and given by County as provided below.

b. County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

10. Consultation and Technical Assistance. County will be available to provide technical assistance upon written request of the Subrecipient or as County deems necessary for improved Program operation.

11. Additional Requirements.

a. **Compliance.**

i. Subrecipient agrees to comply with the requirements of the CDBG Program regulations found at 24 CFR Part 570 and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, policies, and Salt Lake County program directives governing the funds and services provided under this Agreement including but not limited to 2 CFR Part 200.

ii. In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subrecipient will abide by the applicable certifications found at:

<https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>

b. **Independent Contractor.** The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each Party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners or joint venturers. The Parties agree that Subrecipient's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

c. **Licensing.** Subrecipient will obtain all licenses, permits and/or certificates required by federal, state, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Program is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

d. **Indemnification.** If Subrecipient is a governmental entity under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq., Utah Code Ann. (2021) (hereinafter "the Act"), then, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials or employees. Neither Party waives any defenses or limits of liability otherwise available under the Act.

e. **Insurance for contracts over Fifty Thousand Dollars (\$50,000.00) and all Facility Improvement Projects.** Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

i. **General Insurance Requirements for All Policies.**

1. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to County.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

a. Currently rated A- or better by A.M. Best Company; (1A) for construction contracts only, the insurer must also have an A.M. Best Company financial size category rating of not less than VII.

—OR—

b. Listed in the United States Treasury Department’s current listing of Approved Sureties (Department Circular 570), as amended.

ii. Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.

iii. In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.

iv. Subrecipient’s insurance policies shall be primary and non-contributory to any other coverage available to County. The workers’ compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.

v. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.

vi. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to County in a manner approved by the County District Attorney.

vii. In the event Subrecipient fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subrecipient for the costs of said insurance.

f. **Required Insurance Policies.** Subrecipient agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

i. Workers' compensation and employer's liability insurance sufficient to cover all of Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. (County is not to be an additional insured under Subrecipient's workers' compensation insurance).

ii. Commercial general liability insurance, on an occurrence form, naming County as an additional insured, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence with a Two Million Dollars (\$2,000,000.00) general policy aggregate and Two Million Dollars (\$2,000,000.00) products completed operations policy aggregate. The policy shall protect County, Subrecipient and any subcontractor from claims for damages for personal injury, including accidental death and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to County whether such coverage be primary, contributing, or excess.

iii. Professional liability insurance with a minimum policy limit of One Million Dollars (\$1,000,000.00) per occurrence. (County is not to be an additional insured for professional liability insurance).

iv. If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, Commercial automobile liability insurance that provides coverage for owned, hired and non-owned automobiles, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

v. Subrecipient shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Subrecipient agrees not to operate a vehicle in connection with services rendered under this Agreement, County shall not require Subrecipient to provide commercial automobile liability insurance.

g. **Bond Requirements.** If the Project(s) involves construction or rehabilitation costing Twenty-Five Thousand Dollars (\$25,000.00) or more, Subrecipient shall require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each

for an amount not less than one hundred percent (100%) of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

h. **Grantor Recognition.** Subrecipient shall insure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

i. **Suspension or Termination.** Either Party may terminate this Agreement for convenience at any time, as set forth at 2 CFR Sections 339 and 340, by giving thirty (30) days written notice to the other Party of such termination. Partial terminations of the Project(s) identified in this Agreement may only be undertaken with the prior approval of County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of County, become the property of County, and Subrecipient shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination. County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 2 CFR Sections 338 - 342, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Subrecipient ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

j. **Build America Buy America-** Build America, Buy America Act. The Build America, Buy America Act ("BABA") (Pub. L. No. 117-58, §§ 70901-52) enacted as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. Recipients of an award of Federal financial assistance from a program for infrastructure may not use funds provided under this award for a project for infrastructure unless:

- i. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- ii. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five

percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

iii. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, Subrecipients may apply for, and HUD may grant, a waiver from these requirements. Subrecipient may request information from County on the process for requesting a waiver from these requirements.

12. Administrative Requirements.

a. **Uniform Requirements.** The Subrecipient and its agencies or instrumentalities and subrecipients shall comply with applicable uniform administrative requirements, cost principles, and audit requirements as described in 2 CFR Part 200 and as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-13.

b. **Other Program Requirements.** Subrecipient shall comply with the program requirements set forth at 24 CFR §§ 570.600 - 570.614. Except, Subrecipient shall **not** be required to assume the environmental responsibilities described at 24 CFR § 570.604 or the review process under 24 CFR Part 52.

c. **Financial Management.** Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

d. **Cost Principles.** Subrecipient, as specified in 24 CFR § 570.502(a), shall administer its program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

13. Documentation and Record-Keeping.

a. **Records to be Maintained.** Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under this Agreement.

b. **Retention.** Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be

the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three- year period, whichever occurs later.

c. **Client Data.** Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

d. **Disclosure.** Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. **Property Records.** The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Subrecipient will adhere to 2 CFR § 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond fifteen (15) years the reporting periods are multiyear reporting periods.

14. Close-Outs. Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR § 200.343, are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records.

15. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, their designees or the federal government, at any time during normal business hours, as often as County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and, as applicable, 2 CFR Part 200, Subpart F.

16. Program Income.

a. All program income, as defined at 24 CFR § 570.500(a), will be returned to County immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by Subrecipient which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).

b. Any program income in possession of Subrecipient that has not been returned to County when this Agreement expires or is terminated, or is received by Subrecipient after this Agreement expires or is terminated, shall be transferred or paid to County in accordance with the provisions contained herein, referred to as “Reversion of Assets”.

17. Indirect Costs. Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR Part 200, Subpart E, for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to County for approval.

18. Progress Reports. During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three (3) months, or as otherwise outlined in Attachment B: Project Statement of Work, a detailed project status report. The report format shall be as approved by County but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that project, information relating to the HUD performance indicators.

19. Reversion of Assets. As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, Subrecipient shall release to County any unexpended CDBG funds provided under this Agreement, all program income in its possession which it has not returned to County, and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property in the control of Subrecipient that was acquired or improved with CDBG funds provided under this Agreement shall be managed in compliance with County’s policy regarding the use of CDBG-assisted real property, as follows:

a. **Acquired with CDBG Funds.** All property acquired by Subrecipient in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low- and moderate-income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency. A deed restriction will be recorded against any property acquired with funds allocated by this Agreement. Subrecipient agrees to have this deed restriction in place prior to or in conjunction with expenditure of funds provided by this Agreement.

b. **Improved with CDBG Funds.** All property improved in whole or in part with CDBG funds must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:

i. All properties receiving improvement funds below Two Hundred Thousand Dollars (\$200,000.00) must be used for eligible activities for five (5) years;

ii. All properties receiving improvement funds of Two Hundred Thousand Dollars (\$200,000.00) or more must be used for eligible activities for fifteen (15) years;

iii. A deed restriction will be recorded against any property improved with funds allocated by this Agreement. Subrecipient agrees to have this deed restriction in place prior to or in conjunction with expenditure of funds provided by this Agreement.

c. The County will not consider a change of use of the Project during the timeline outlined above

d. The threshold amounts set forth in Subparagraph b. above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property.

20. Procurement. Subrecipient shall procure all materials, property, or services in accordance with the Procurement Standards of 2 CFR Part 200, Subpart D, except to the extent that the County's Purchasing Procedures are more restrictive, Subrecipient shall follow the County's procedures pursuant to Chapter 3.20 of the Salt Lake County Code of Ordinances. In the event the procurement standards of the Subrecipient are more restrictive than those in Chapter 3.20 or 2 CFR §§ 200.317 - 326, the more restrictive standards and requirements will apply.

21. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D as modified by 24 CFR § 570.502(a)(6) and County policy regarding the use, maintenance and disposition of equipment. In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D the more restrictive standards and requirements will apply.

22. Personnel & Participant Conditions.

a. **Civil Rights.**

i. **Nondiscrimination and Equal Opportunity.**

(1) Subrecipient, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all federal, state and county laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

(2) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees

to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

(3) Subrecipient will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

ii. **Excessive Force.** Subrecipient agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non- violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

iii. **Land Covenants.** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504.** Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. **Affirmative Action.**

i. **Approved Plan.** Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR Part 60.

ii. **WMBE.** Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in President's

Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

iii. **Access to Records.** Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **EEO/AE Statement.** Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

v. **Section 3 Compliance.** Subrecipient, and any of Subrecipient's subrecipients and subcontractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth at 24 CFR Part 135. Subrecipient certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. Subrecipient will include this section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. Subrecipient agrees to compile and provide to the County all HUD-required section 3 information regarding the hiring of low-income employees and (sub)contractors.

vi. **24 CFR 135.38 Section 3 clause.** All section 3 covered contracts shall include the following clause (referred to as the "section 3 clause"):

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The Parties to this contract agree to comply with HUD's regulations in

24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.

(3) The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The Subrecipient agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(5) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.

(6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian- owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

viii. **Subcontract Provisions.** Subrecipient will include the provisions of Paragraphs 22(A), Civil Rights, and 22(B), Affirmative Action, in every subcontract,

specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors. Subrecipient will also include the entire section 3 Clause above in every subcontract so that such provisions will be binding upon each of its own subgrantees or (sub)contractors.

c. **Labor Standards.**

i. **Davis-Bacon.**

(1) For all contracts and subcontracts for construction, alteration, or repair in excess of Two Thousand Dollars (\$2000.00), Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis- Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

(2) Subrecipient agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage.

Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ii. **Work Hours.** Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

iii. **Hatch Act.** Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

d. **Contracting.**

i. **Assignments and Contracting.** The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by Subrecipient for the

acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements described in this agreement and any applicable state laws and local government ordinances.

ii. **Subcontracts.**

(1) **Approvals.** Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.

(2) **Monitoring.** Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(3) **Content.** Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(4) **Selection Process.** Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.

(5) **Debarment and Suspension.** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.

e. **Conduct.**

i. **Citizen Participation.** Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.

ii. **County Consolidated Plan.** Subrecipient has had the opportunity to review and follows County's Consolidated Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low- and moderate-income.

iii. **Conflict of Interest.** Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest, and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG

Entitlement program.

iv. **Ethical Standards.** Subrecipient represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics Code ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

v. **Campaign Contributions.** Subrecipient acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances. Subrecipient also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions to County candidates. Subrecipient further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Subrecipient represents, by executing this Agreement, that Subrecipient has not made or caused others to make any campaign contribution to any County candidate in violation of the above- referenced County ordinance.

vi. **Public Funds and Public Monies.**

(1) Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Subrecipient's possession.

(2) Subrecipient's Obligation: Subrecipient, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to County. Subrecipient understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or

monies.

vii. **Lobbying.** Subrecipient hereby certifies that:

(1) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contact, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

(5) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subrecipient Grantee, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.

viii. **Copyright.** If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

ix. **Religious Organization.** Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or

for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

x. **Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, Subrecipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.

23. Environmental Conditions.

a. **Air and Water.** Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., § 7401, *et. seq.*

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

b. **Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. **Lead-Based Paint.** Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978, be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children six (6) years of age and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

d. **Historic Preservation.** Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

24. Displacement, Relocation, Acquisition, and Replacement of Housing. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement

and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (County may preempt the optional policies.) Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable state law, including Utah Code Annotated, §57-12-1 *et. seq.* (1953, as amended), and County ordinances, resolutions and policies concerning the displacement of persons from their residences.

25. Survival of Provisions. The Parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or both of the Parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

26. Employee Status Verification System. Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code § 63G-12-302(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. §1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Subrecipient is individually responsible for verifying the employment status of only new employees who work under Subrecipient's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code § 63G-12-302(3). Subrecipient's failure to so comply may result in the immediate termination of its contract with County.

27. Environmental Review Requirements.

a. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that:

- i. the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and
- ii. the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR 58.

b. Subrecipient agrees to comply with the laws, authorities under the National Environmental Policy Act of 1969 (NEPA) and each provision of law designated in the 24 C.F.R. 58.5.

ATTACHMENT B
PROJECT STATEMENT OF WORK
Contract # HCD24053CH

1. Project Summary:

- a. Project Number: 01.11CNTY50.
- b. Project Name: Midvale City Home Repair Loan Program (“HRLP”).
- c. As outlined in the application submitted in response to the Request for Application (“RFA”), HRLP improvements will address emergency repairs, eliminate blight, conserve energy, and preserve the housing community within Midvale’s city limits. Funds will be available on a first come, first-served basis.
- d. Eligibility and Reference: Homeowner Rehabilitation -Section 105(a)(4) §570.202. National Objective and Reference: LMH - LOW/MOD HOUSING BENEFIT. IDIS Matrix Code: 14A – Rehabilitation: Single Unit Residential.

2. Provided Services:

CDBG funds will be utilized to pay for the contracted administrative costs of the home repair loan program (“HRLP”) which provides forgivable loans up to \$15,000.00 per Households. All contracted services will be provided by NeighborWorks Salt Lake (“NWSL”).

3. Client Eligibility:

- a. Low to Moderate Households located within Midvale City boundaries. To qualify households must fall on or below 80% AMI, and households who fall on or below 50% AMI can receive forgivable loans up to \$15,000.00.

4. Outreach:

- a. In accordance with HUD expectations, Salt Lake County requires Subrecipients perform outreach to extremely low, very low and low-income populations. Agencies will report how and when outreach was performed. See reporting section for specific timelines and metrics.

5. Reporting:

- a. This Agreement requires timely progress reports from Subrecipient. Subrecipient will receive All reports must be submitted according to the timelines below. Reporting requirements are subject to change.
 - i. Goal Statements:
 - 1. Approximately 15-20 households will be assisted with a home repair loan.
 - ii. Outputs:
 - 1. For each client served:
 - a. Race & Demographic Info
 - i. Hispanic/Latino Info
 - b. Income
 - c. Other Demographic Categories

- i. Disabled, single female head of household, seniors, adults, veterans, etc.
- d. Jurisdiction
- e. Service Quality
- f. Homeless Services Provided
- g. Funds Leveraged

2. Narratives

- a. Program Status
- b. Program Impact Story
- c. Outreach Narrative

iii. Reporting Timeline:

Required Report	Reporting Period		Due Date
Narrative and Statistical Progress Report (Quarterly)	Q1	July 1 st - September 30 th , 2024	October 31 st , 2024
	Q2	October 1 st – December 31 st , 2024	January 31 st , 2025
	Q3	January 1 st – March 31 st , 2025	April 30 th , 2025
	Q4	April 1 st – June 30 th , 2025	July 20 th , 2025

Attachment C: Project Budget

Salt Lake County

Housing and Community Development



Subrecipient Name:	Midvale City	
Project Name:	Home Repair Loan Program (HRLP)	
Contract #:	HCD24053CH	
Project #	01.11CNTY50	
Total Project Cost:	\$ 250,000.00	
Contract Amount:	\$ 196,876.00	
County Portion of Project Cost:	79%	
Match Committed by Subrecipient:		Match Source:
Match Percentage:	0%	

Budget Category	Budget Line Description	Amount
*Project Staff Salaries and Wages		\$ -
*Project Staff Fringe Benefits		\$ -
Contracted Services	Contracted Administrative Expenses, Low Interest and forgivable loans (Up to \$15,000.00 per Household)	\$ 196,876.00
Insurance/Legal/Financial		\$ -
Direct Client Assistance		
Travel/Training		\$ -
Program Supplies and Office Expenses		\$ -
Space Costs (Rent, Utilities, Maintenance)		\$ -
Other		\$ -
<i>Indirect Admin</i>		\$ -
<i>Direct Admin</i>		\$ -
Total Contract Budget Amount		\$ 196,876.00

Project Budget Requirements

County provides payment to Subrecipient on a reimbursement basis.

Reimbursement requests must be submitted through an online invoice portal provided by County. Subrecipient is required to submit reimbursement requests by the 15th of each month for all costs incurred during the previous month.

If Subrecipient does not have any eligible costs for the previous month, Subrecipient must submit a zero dollar invoice in the reimbursement portal. If Subrecipient is unable to submit an invoice for the previous month, Subrecipient must inform County in writing prior to the 15th of each month. County may make exceptions to this frequency of billing on a case by case basis at the sole discretion of County.

County fiscal year runs from January to December. This requires all reimbursement requests during the previous calendar year to be reviewed and approved by County staff no later than January 15th each year. When possible, County will provide flexibility with reimbursement requests but County cannot process any requests for reimbursement from the previous calendar year after January 15th regardless of circumstances. If Subrecipient has any concern with costs incurred from a previous calendar year being reimbursed by this date, Subrecipient must communicate in writing to County staff the reason for the delay as soon as possible to avoid non-payment of reimbursement requests.

Back-up documentation of billed costs must be submitted with all reimbursement requests, unless otherwise notified by County. Subrecipient will keep documentation of match expenditures on file for review as requested by County. Subrecipient must maintain documentation of all expenditures for a period of not less than five (5) years and provide full expense backup documentation upon request.

Any changes to Attachment B: Statement of Work or Attachment C: Project Budget must be approved in writing by County. Budget changes must be approved prior to the incurring of expenses. Changes determined by County to be substantial may require an amendment to this agreement.

MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-46

**A RESOLUTION PROVIDING CONSENT TO ENTER INTO AN
AGREEMENT WITH SALT LAKE COUNTY FOR COMMUNITY BLOCK
GRANT FUNDS TO SUPPORT THE REDEVELOPMENT AGENCY'S HOME
REPAIR LOAN PROGRAM.**

WHEREAS, on July 1st, 2024, Midvale City was awarded \$100,000 in CDBG funding to support the Redevelopment Agency's Home Repair Loan Program (HRLP); and

WHEREAS, this funding will support the HRLP for the current 2025 fiscal year; and

WHEREAS, this follows an awarded \$100,000 CDBG grant for the HRLP for fiscal year 2024, of which \$96,876 remains unspent due to contract delays; and

WHEREAS, this remaining funding will rolled over into 2025 fiscal year funding for a total of \$196,876; and

WHEREAS, therefore, the total awarded funding for fiscal year 2025 is \$196,876; and

WHEREAS, Salt Lake County and Midvale City have drafted an agreement for CDBG funds; and

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves authorizing the Mayor to sign the Agreement between Midvale City and Salt Lake County for CDBG funding attached to this Resolution as **Exhibit "A"**.

PASSED AND APPROVED this 15th day of October 2024.

By: 
Marcus Stevenson, Mayor

ATTEST:



Roni L. Andreason, MMC
Secretary



Voting by the City Council	"Aye"	"Nay"
Dustin Gettel	X	
Paul Glover	X	
Bonnie Billings	Absent	
Heidi Robinson	X	
Bryant Brown	X	



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: September 2, 2025

SUBJECT: Consider Resolution 2025-R-31 Adopting Updates to the Board and Committee Assignments for Midvale City

SUBMITTED BY: Matt Dahl, City Manager

SUMMARY:

Midvale City actively participates in a variety of interlocal, nonprofit, and governmental organizations. Each year, the Mayor and City Council review and appoint representatives to serve on the governing boards and committees associated with these partnerships.

Due to the recent retirement of City Engineer Keith Ludwig and the conclusion of former City Manager Kane Loader's service on the TransJordan Landfill Board, several vacancies must now be filled.

The following positions were previously held by Keith Ludwig and are recommended to be reassigned to Midvale's new City Engineer, Branden Anderson:

- Jordan Valley Water Conservancy District – Drought Committee Member
- Wasatch Front Regional Council – Technical Advisory Committee Member
- South Valley Water Reclamation - Board Member
- Midvale City - Traffic Control Committee Chair
- Air Quality Advisory Board Member

Additionally, it is recommended that Public Works Director Glen Kennedy—who currently serves as the alternate representative for the TransJordan Landfill Board—be appointed as the primary representative. Public Works Deputy Director Jerimie Thorne is recommended to serve as the alternate representative on the TransJordan Landfill and South Valley Water Reclamation boards.

Recommended Motion:

I move that we approve Resolution 2025-R-31 Adopting Updates to the Board and Committee Assignments for Midvale City.

Attachments: 9.2.25 Midvale City Committee-Board Assignments Updated List

MIDVALE CITY, UTAH
RESOLUTION NO. 2025-R-31

**A RESOLUTION ADOPTING UPDATES TO THE BOARD AND COMMITTEE ASSIGNMENTS FOR
MIDVALE CITY**

WHEREAS, Midvale City's Mayor, City Council members, and staff serve on various Committees and Boards; and

WHEREAS, the City Council desires to have representation from the City on these Committees and Boards; and

WHEREAS, changes have been made to the Committee and Board assignments for city council and staff members; and

WHEREAS, the City Council has reviewed and approves of the Board and Committee Assignments List.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE, UTAH:

Section 1. The City Council hereby adopts the attached Board and Committee Assignments list.

Section 2. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 2nd day of September 2025.

Dustin Gettel, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the City Council	"Aye"	"Nay"
Bonnie Billings	<hr/>	<hr/>
Paul Glover	<hr/>	<hr/>
Heidi Robinson	<hr/>	<hr/>
Bryant Brown	<hr/>	<hr/>
Denece Mikolash	<hr/>	<hr/>



BOARD AND COMMITTEE ASSIGNMENTS

September 2, 2025

<u>UIA Board</u> Nate Rockwood Council Member Heidi Robinson (Alt) (Council/Manager Decision)		<u>UTOPIA Board</u> Matt Dahl Council Member Bryant Brown (Alt) (Council/Manager Decision)
<u>Unified Fire Authority Board</u> Mayor Dustin Gettel Council Member Paul Glover (Alt.) Matt Dahl (Council/Manager Decision)		<u>Unified Police Department Board</u> Mayor Dustin Gettel Council Member Paul Glover (Alt.) Matt Dahl
<u>Unified Fire Service District Board</u> Mayor Dustin Gettel Council Member Paul Glover (Alt.) Matt Dahl (Council/Manager Decision)		<u>Midvale City Audit Committee</u> Council Member Bonnie Billings Council Member Heidi Robinson Jared Zachariah (Council/Manager Decision)
<u>Community Council of Midvale City</u> Council Member Heidi Robinson Matt Dahl/Nate Rockwood (Council/Manager Decision)		<u>Midvale Arts Council</u> Council Member Bryant Brown (Council/Manager Decision)
<u>Harvest Days Committee</u> Council Member Heidi Robinson Chair Mike Williams Rebecca Pipkin Jeanette Heltman Olivia Sessi Yaa Voyticky Karl Rottner (Alt.) Sagar Pathare (Alt.)		<u>South Valley Reclamation Facility</u> Branden Anderson Jerimie Thorne (Alt.)
<u>Jordan Valley Water Cons. Dist.</u> Glen Kennedy		<u>TransJordan Landfill Board</u> Glen Kennedy

Branden Anderson Alan Hoyne		Jerimie Thorne (Alt.)
<u><i>Historical Society</i></u> Council Member Paul Glover (Council/Manager Decision)		<u><i>Community Building Community</i></u> Mayor Dustin Gettel (Council/Manager Decision)
<u><i>Mosquito Abatement District</i></u> Council Member Paul Glover (Council/Manager Decision)		<u><i>VECC</i></u> Matt Dahl (City Manager Appt.)
<u><i>ULCT Legislative Policy Committee</i></u> Mayor Dustin Gettel Council Member Bonnie Billings Matt Dahl (Council/Manager Decision)		<u><i>Assoc. of Government Councils</i></u> Council Member Heidi Robinson (Council/Manager Decision)
<u><i>Council Governments (COG)</i></u> Mayor Dustin Gettel (Mayor Appt.)		<u><i>Shelter the Homeless Board</i></u> Mayor Dustin Gettel (Council/Manager Decision)
<u><i>Conference of Mayors</i></u> Mayor Dustin Gettel (Mayor Appt.)		<u><i>Planning Commission</i></u> Council Member Denece Mikolash (Council/Manager Decision)
<u><i>Boys and Girls Club Board</i></u> Mayor Dustin Gettel Council Member Bonnie Billings (Council/Manager Decision)		<u><i>Animal Services Advisory Committee</i></u> Mayor Dustin Gettel
<u><i>Jordan River Commission</i></u> Mayor Dustin Gettel Wendelin Knobloch (Alt.) (Council/Manager Decision)		<u><i>Road Home Coordination Committee</i></u> Mayor Dustin Gettel
<u><i>Utah Homelessness Council</i></u> Mayor Dustin Gettel		<u><i>Community Development Block Grant Policy Committee</i></u> Mayor Dustin Gettel
<u><i>Air Quality Policy Advisory Board</i></u> Branden Anderson Mayor Dustin Gettel		<u><i>Canyons Education Foundation</i></u> Council Member Bonnie Billings
<u><i>Homeland Security Grants Council</i></u> Nate Rockwood		<u><i>Salt Lake County Board of Health</i></u> Mayor Dustin Gettel
<u><i>Utah Community Action Board of Trustees</i></u> Mayor Dustin Gettel		<u><i>WFRC Technical Advisory Committee</i></u> Branden Anderson
<u><i>Main Street Façade Improvement Advisory Board</i></u> Mayor Dustin Gettel		<u><i>Traffic Control Committee</i></u> Branden Anderson (Chair)

RDA Representative City Planner RDA Board Member CD Rep Main Street Business Alliance Rep		
<u>Art Advisory Boards</u>		
RDA Rep City Planner RDA Board Member CD Rep Main Street Business Alliance Rep		
<u>Bingham Junction</u>		
Council Member Denece Mikolash		
<u>Main Street</u>		
Council Member Bryant Brown		
<u>City Wide</u>		
Council Member Heidi Robinson		



7505 S Holden Street
Midvale, UT 84047
801-567-7200
www.MidvaleCity.org

MIDVALE CITY COUNCIL STAFF REPORT 9/2/2025

SUBJECT

Consider Resolution No. 2025-R-49 Approving the Midvale Canal Trail Design Agreement Amendment to the Midvale Canal Trail Design Agreement with Consor North America, Inc. for Final Design of the Jordan and Salt Lake City Canal.

SUBMITTED BY

Adam Olsen, Community Development Director

BACKGROUND AND OVERVIEW

In 2021, the City received a Technical Planning Assistance Grant from the Utah Department of Transportation (UDOT) to conduct a canal trail feasibility study. The study was completed in 2023. The study identified two canals in Midvale, the Jordan and Salt Lake City Canal and the East Jordan Canal. The Jordan and Salt Lake City Canal enters Midvale at approximately 50 West and 8600 South and runs northeast until it exits the City into Murray by viaduct over I-215 near 900 East. This canal primarily flows through residential neighborhoods but also bisects an industrial area near 8000 South and flows around multiple schools. The canal is owned by Salt Lake City Public Utilities. The East Jordan Canal enters Midvale at approximately 7600 South and 700 East, wraps around Hillcrest High School, and exits into Cottonwood Heights to the east at approximately 7100 South Union Park Ave. Development along this canal is generally more intense, with higher density residential and commercial development. The canal is owned by the East Jordan Irrigation Company.

Through awarding of grants, the City received funding for final design and construction of a segment of trail along the Jordan and Salt Lake City Canal from 7800 South to 7500 South, adjacent to Midvalley Elementary School. In April 2024, the City issued a request for proposal (RFP) for qualified bidders to provide final design for the segment of trail (Phase I) along the Jordan and Salt Lake City Canal, between 7800 South and 7500 South. After review of bids, Consor North America, Inc., was chosen to proceed with the agreement for the final design of Phase I.

Design work proceeded with Phase I. However, issues regarding right-of-way use and construction demands of Salt Lake City Public Utilities, which owns the Jordan and Salt Lake City Canal, have stalled implementation of the first phase. To fully utilize grant funding before its expiration in December of this year (2025), staff and the Consor team propose an amendment to the contract. The amendment allows Consor to expand design work along nearly the entirety of the canal. This will allow for a more shovel-ready project

when issues with the Salt Lake City Public Utilities are ultimately resolved. Upon resolution of issues, staff intends to apply for additional grant funding for actual trail construction.

The contract allows for revision and expansion of scope, per Sections 2 and 34 upon approval of Council; therefore, the amendment is proposed.

STAFF RECOMMENDATION

Approval of the resolution.

RECOMMENDED MOTION

I move that we approve Resolution No. 2025-R-49, approving the Midvale Canal Trail Design Agreement Amendment to the Midvale Canal Trail Design Agreement with Consor North America, Inc. for final design of the Jordan and Salt Lake City Canal.

ATTACHMENTS

1. Resolution No. 2025-R-49
2. Midvale Canal Trail Design Agreement Amendment
3. Midvale Canal Trail Design Agreement – 2024 signed

MIDVALE CITY, UTAH
RESOLUTION NO. 2025-R-49

**A RESOLUTION APPROVING THE MIDVALE CANAL TRAIL DESIGN AMENDMENT TO THE
MIDVALE CANAL TRAIL DESIGN AGREEMENT WITH CONSOR NORTH AMERICA, INC.
FOR FINAL DESIGN OF THE JORDAN AND SALT LAKE CITY CANAL**

WHEREAS, Midvale City issued a Request for Proposals (RFP) for final design of Phase I of the Jordan and Salt Lake Canal Trail in April 2024; and

WHEREAS, after a thorough review and evaluation of the proposals received, Consor North America, Inc., emerged as the preferred provider due to presenting the most favorable, comprehensive, and competitive offer for design services; and

WHEREAS, the agreement negotiated with Consor North America, Inc., includes a deadline of December 31, 2025, with the provision for an option to amend the agreement to expand its scope pursuant to Section 34 of the agreement; and

WHEREAS, final design of Phase I has proceeded; however, right-of-way use and construction demands of the Jordan and Salt Lake City Canal have stalled implementation of said Phase I; and

WHEREAS, to fully utilize grant funding before its December expiration, the Midvale Canal Trail Design Amendment is proposed to expand design work along the Canal Corridor.

NOW, THEREFORE, be it resolved by the Midvale City Council that the Midvale Canal Trail Design Amendment to the Midvale Canal Trail Design Agreement is approved per the terms outlined in the Agreement.

This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this 2nd day of September 2025.

By: _____
Dustin Gettel, Mayor

Voting by the City Council:	Aye	Nay
Bonnie Billings	<hr/>	<hr/>
Paul Glover	<hr/>	<hr/>
Heidi Robinson	<hr/>	<hr/>
Bryant Brown	<hr/>	<hr/>
Denece Mikolash	<hr/>	<hr/>

ATTEST:

Rori L. Andreason, MMC
City Recorder

Midvale Canal Trail Design Agreement Amendment

This Amendment to Midvale Trail Design Agreement (this "**Amendment**") is made and entered into as of the ____ day of September, 2025, by and between Midvale City, a Utah municipal corporation and a political subdivision of Utah, and Consor North America, Inc. an Oregon corporation registered in Utah, with regard to the following recitals:

A. WHEREAS, the City and Engineer entered into the Midvale Canal Trail Design Agreement dated July 8, 2024 (the "Original Agreement") for professional engineering services related to the design of Phase 1 of the Midvale Canal Trail, between approximately 7500 South and 7800 South and adjacent to the Salt Lake and Jordan Canal.

B. WHEREAS, during project development, coordination with the Salt Lake City Department of Public Utilities revealed constraints limiting construction feasibility until policy decisions are made regarding the use of canal right-of-way without requiring canal burial.

C. WHEREAS, in March 2025, to more fully utilize existing TRCC Grant funding from Salt Lake County, the City expressed interest in expanding the project scope to include additional trail design services along the canal from approximately 8000 South running north to I-215, ultimately connecting to Wheeler Farm in Murray City.

D. WHEREAS, Sections 2 and 34 of the Agreement authorize the Parties to amend the scope of services without the need for a new procurement process, to include design and engineering of future phases.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other consideration, the Parties hereby agree as follows:

1. Incorporation of Recitals; Defined Terms. The Recitals set forth above are incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have their respective meanings set forth in the Original Agreement.

2. Amendment to Section 1 Scope of Services. The first sentence of Section 1 of the Original Agreement is amended and replaced as follows:

Engineer agrees to provide final design services for the Jordan and Salt Lake City Canal Trail, from approximately 8000 South northward to I-215 and toward Wheel Farm in Murray in accordance with the approach in the Engineer's submitted proposal (attached as Exhibit B), Section 1.5 of the Agreement, and the following requirements:

3. Expanded Scope of Services. This Amendment will add the following subsections to Section 1 of the Original Agreement:

J. Task 10 Existing Right-of-Way Mapping

1. Engineer will start by pulling the GIS data information and building an existing right-of-way base map. Engineer will perform a supplemental topographic survey of the project area to develop further and refine the base map. The survey will include establishing survey control, surveying the general grades, and mapping significant features as determined by the field crew, including manholes, valves, drainage inlets, roadway crossing, above ground utilities, pedestrian ramps, and significant roadway features. This information will be compiled into a CADD drawing to be used during project design. As the project team understands the alignment and footprint of the roadway, Engineer will prepare survey grade right-of-way lines and identify areas requiring right-of-way so Engineer is ready to develop instruments to acquire property.

Deliverables: Survey of project area and CADD drawing which includes all information compiled from surveys.

K. Task 11 Evaluation of Trail Horizontal Alignment and Advancement of Design

1. Engineer will start with the high resolution Near Map, survey base map, and the existing right-of-way base map to develop CADD drawings for the trail horizontal and vertical alignments. Engineer will maximize the use of existing right-of-way where it is possible to provide a safe route. Engineer engineers will take into consideration the purpose of the trail and any site constraints. Where options exist, Engineer will collaborate with the City to determine the best solution for the situation. Engineer will prepare exhibits and plans as requested and anticipate advancing design to a 60% design level.

Deliverables: CADD drawings and plan exhibits for the trail horizontal and vertical alignments.

L. Task 12 Roadway Pedestrian Crossing Evaluations

1. As the horizontal alignment is under development, Engineer will lay out the pedestrian crossings to ensure functionality and to identify the proper footprint required to construct a proper crossing. This includes identifying where signal equipment will be installed, evaluation of safety features, and discussion of future or forward compatibility.

Deliverables: Plan exhibits displaying pedestrian crossings along project area to include future compatibility.

M. Task 13 Utility Coordination

1. During the design of the trail, Engineer will engage to ensure vital utilities are identified within the corridor. This information will be compiled into a CADD drawing to be used during project design. While the design of these facilities isn't needed, Engineer will attempt to minimize the impact of the project design on existing utilities.

Deliverables: CADD drawing outlining utility locations throughout the project area.

N. Task 14 Right-of-Way Instruments

1. Once the project team is satisfied with the horizontal alignment, Engineer will develop exhibits depicting how much property is needed from each property owner along the corridor. In addition, individual exhibits will be prepared to engage property owners with the appropriate amount of detail to make that first visit. Once negotiations are underway, Engineer will prepare all instruments including legal descriptions and exhibits required for acquisition.

Deliverables: Plan exhibits depicting property acquisitions needed for project area, individual exhibits for property owners of necessary property, legal descriptions and exhibits necessary for acquisition.

O. Task 15 Environmental Resource Evaluations

1. Engineer has already surveyed the original corridor and can expand the survey to identify critical features and wetland impacts. Engineer will provide a wetland delineation of the proposed alignment to confirm if jurisdictional wetlands are present. If wetlands are present, Engineer will identify opportunities to avoid the wetlands, or if unavoidable, to mitigate for the loss of wetlands. As required, other environmental resources will also be evaluated such as Threatened and Endangered Species and Cultural Resources in the corridor. These investigations are required if federal funds or state funds are used in the purchase or construction processes.

Deliverables: Plan exhibits depicting environmental concerns and plans to avoid or mitigate the projects impact.

P. Task 16 Other Tasks as Assigned

1. Engineer will perform tasks as they arise, are discussed as a project team, and approved by Midvale City.

4. Addition of Section 1.5. The following section is added to the Original Agreement as Section 1.5:

1.5. Project Controls for Scope of Work Added by this Amendment.

The project controls and task authorization procedures described in this Section apply exclusively to Scope of Services not addressed in the Engineer's submitted proposal ("Amended Scope"). All terms, conditions, schedules, and procedures in the Agreement shall remain in full force and effect for all other work and services not included in this Amended Scope. While the Parties acknowledge the evolving nature of the work within the Amended Scope and the need for the Parties to work collaboratively, all such work shall be executed within a structured and accountable framework. The City shall retain ultimate authority over the Amended Scope's schedule and budget. To ensure the Amended Scope deliverables, schedule, and budget. The following project controls and task authorizations shall apply:

- A. **Collaborative Schedule.** Parties will meet on a regular basis to plan and develop a schedule that outlines tasks, deliverables, and budget to accomplish the Services in the Amended Scope and to ensure there is a clear ongoing schedule of expected tasks and deliverables. Meetings will occur as often as are needed to maintain at least a rolling one-month schedule through the end of the Term of this Agreement, ensuring the project is accomplishing the Cities' needs and requirements. The rolling schedule should provide the schedule for the next 30 day's tasks, deliverables, and budget.
- B. **Task Authorization.** No work within the Amended Scope shall be undertaken by the Engineer without prior written authorization from the City.
- C. **Task Proposal.** Engineer shall prepare a detailed proposal for all work to be completed, including a schedule, deliverables, and costs within the Amended Scope and submit them to the City for approval.
- D. **Grant Funding.** The Parties will evaluate all proposed tasks and authorizations to ensure they comply with all requirements outlined in the TRCC Grant and will be authorized expenditures under the TRCC Grant.
- E. **Ongoing Budget Tracking.** Monthly updates showing time and resources expended and estimates for remaining effort shall be provided by Engineer to the City.
- F. **Task Authorization Discussions.** Prior to initiating non-routine or exploratory work, Engineer will review the anticipated budget impact and level of effort with the City to enable the City to make an informed decision prior to approval for any new idea or task proposed by either Party.

5. Amendment to Section 3 Compensation. Section 3 of the Original Agreement is hereby amended and restated in its entirety as follows:

3. Compensation.

- A. **Total Not-to-Exceed Budget.** The total budget for this project is \$240,000. No work under this Agreement that exceeds the total budget may proceed without prior written authorization from the City. Any work completed by the Engineer in excess of the total budget and without prior written authorization from the City will not be paid by Midvale.
- B. **Subsections 1(A)-(I).** Midvale agrees to pay the Engineer a total of \$116,715.00 for performed Services under Subsections 1(A)-(I) in the Agreement. Payments for Services under Subsections 1(A)-(I) will be made according to the payment schedule found in Engineer's Proposal, as amended and attached as Exhibit C.
- C. **Amended Scope.** The Parties agree that compensation for the Amended Scope shall be on a time and materials basis. The compensation for services performed under the Amended Scope are not to exceed a total of \$123,285. All proposed tasks within the Amended Scope shall be evaluated to determine whether they can be accomplished while remaining within the existing not-to-exceed amount. The Engineer's hourly rates for work completed under the Amended Scope is provided below:

Title	Hourly Rate
Project Manager	\$245
Senior Engineer	\$200
Design Engineer	\$140
Engineer in Training	\$100
Environmental Specialist	\$100
Survey Manager	\$175
Surveyor	\$115
Utility Manager	\$165
Utility Engineer	\$100

- 6. **All Other Terms Unchanged.** Except as amended by this Amendment, all other provisions of the Original Agreement shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Midvale Canal Trail Design Agreement Amendment as of the day and year first above written.

City: **MIDVALE CITY**

By: _____
Dustin Gettel
Mayor

ATTEST:

By: _____
Rori L. Andreason
City Recorder

Engineer: **CONSOR NORTH AMERICA, LLC**
a Utah limited liability company

By: _____
[Name]
Its: [Title]



CONTRACT NO: 2024-141
(RECORDER ONLY)

CONTRACT APPROVAL COVER SHEET

Contract Title: Midvale Canal Trail Design Agreement

Approval Signatures Required:

Contract Analyst: Melissa Strasburg **Date:** 7/3/2024

City Attorney's Office: Garrett Witox **Date:** 7/3/2024

Department Head: Adam Olsen **Date:** 7/3/2024

City Manager: Matt Dahl **Date:** 7/8/2024

Requesting Department: Community Development

City Contact Name: Adam Olsen

Project/Contract Name: Canal Trail Design

Budget Amount: \$116,715.00

Bid Information:

Bid Type: RFP

Bid Exception: n/a

(i.e: Sole Source, Professional Services, etc.)

Bid/Exception Date: n/a

Bid Selection Scoring Sheet/Bid Exception Approval Attached (If Required)

Council Approval Date: 06/17/2024 Resolution No. 2024-R-34

Party/Vendor Information:

Name: Consort America

Contact: Mason Bouck

Telephone:

Email: Mason.bouck@consoreng.com

Purpose: Trail design

Begin Date: Upon execution

Termination Date: May 31, 2025

Renewal Option: n/a

Other Documents Required:

Due Date:

Vendor Signature:

The Party/Vendor needs to execute the contract before the City. What method will they be using?

Physical Signature City DocuSign Other: Signed

DocuSign Signer Name (If Applicable):

DocuSign Signer Email Address (If Applicable):

Required Documents:

If your contract requires certain documents before it can be executed, please check the boxes next to the required documents and attach them with your contract for review.

Certificate of Insurance Status Verification Certificate Boycott Affidavit

Performance Bond Payment Bond Other:

CONTRACT APPROVAL COVER SHEET

Page 2

RECORDER ONLY

DATE RECEIVED: 7/9/2024

DATE SCANNED TO ONBASE: 7/9/2024 INDEX: Recorder Contracts/Agreements

APPLICANT CERTIFICATION:

I certify that I have read and understand the terms of this draft agreement and have met all procurement requirements. I certify that I have appropriate authority to submit this draft agreement on behalf of my department. I certify that the draft agreement is complete and includes all exhibits, attachments, and pages. I certify that all of the documents required for execution of the contract are attached, and I have reviewed them to confirm that they meet the requirements of the agreement.

Signed:  _____ Date: 7/3/2024
Name: Adam Olsen
Title: Community Development Director

MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-34

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CONSOR
NORTH AMERICA, INC., FOR FINAL DESIGN OF PHASE I OF THE JORDAN AND SALT LAKE
CANAL TRAIL**

WHEREAS, Midvale City issued a Request for Proposals (RFP) for final design of Phase I of the Jordan and Salt Lake Canal Trail in April 2024; and

WHEREAS, after a thorough review and evaluation of the proposals received, Consor North America, Inc., emerged as the preferred provider due to presenting the most favorable, comprehensive, and competitive offer for design services; and

WHEREAS, the agreement negotiated with Consor North America, Inc., includes a deadline of December 31, 2025, with the provision for an option to amend the agreement to expand its scope pursuant to Section 34 of the agreement; and

WHEREAS, the services offered by Consor North America, Inc., align with the needs and requirements of Midvale City, ensuring the provision of comprehensive design package for Phase I of the Jordan and Salt Lake Canal Trail.

NOW, THEREFORE, be it resolved by the Midvale City Council that the Mayor is authorized to execute the agreement with Consor North America, Inc., for final design of Phase I of the Jordan and Salt Lake Canal Trail attached hereto commencing from June 18, 2024 through December 31, 2025, as per the terms outlined in the Agreement.

This Resolution shall take effect immediately upon adoption.

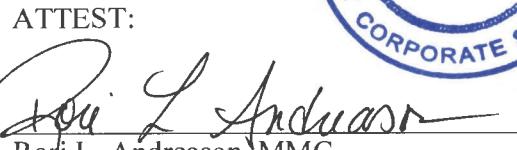
PASSED AND APPROVED this 18th day of June 2024.

By: 
Marcus Stevenson, Mayor

Voting by the City Council: Aye Nay

Bonnie Billings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heidi Robinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bryant Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dustin Gettel	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ATTEST:


Rori L. Andreason, MMC

City Recorder



Midvale Canal Trail Design Agreement

This Midvale Canal Trail Design Agreement to provide a final design for the Jordan and Salt Lake City Canal Trail in Midvale is executed on 7/8/2024, by Midvale City, a Utah municipal corporation and a political subdivision of Utah, and Consor North America, Inc., (Consor) an Oregon Corporation registered Utah (“Engineer”).

Background

Midvale City is looking for a consultant to complete a final design for the first phase of the Jordan and Salt Lake City Canal Trail. In the spring of 2004, Midvale adopted a trails master plan which identified future trail opportunities throughout the City. During the planning process, residents expressed a strong desire to further develop Midvale’s trail system, specifically along streams and canals.

In September 2021, Midvale received a Technical Planning Assistance Grant from the Utah Department of Transportation to conduct the Midvale Canal Trail Feasibility Study (attached as Exhibit A). This study was completed in the summer of 2023. The study has identified two canals in Midvale, the Jordan and Salt Lake City Canal and the East Jordan Canal. The selected design team will use the findings of this trail feasibility study to develop the final design of the first phase of the Jordan and Salt Lake City Canal Trail.

The Jordan and Salt Lake City Canal enters Midvale at approximately 50 West and 8600 South and runs northeast until it exits Midvale into Murray City by viaduct over I-215 near 900 East. This canal primarily flows through residential neighborhoods, but also bisects an industrial area near 8000 South and flows around multiple schools. The Jordan and Salt Lake City Canal is owned by Salt Lake City.

The East Jordan Canal enters Midvale at approximately 7600 South and 700 East, wraps around Hillcrest High School, and exits into Cottonwood Heights to the east at approximately 7100 South Union Park Avenue. Development along this canal is generally more intense, with higher density residential and commercial development being the predominate adjacent land uses. The East Jordan Canal is owned by East Jordan Irrigation Company.

Midvale City currently has funding for the design and construction of a segment of trail along the Jordan and Salt Lake City Canal from 7800 S to 7500 S, adjacent to Midvalley Elementary School. Much of this funding comes from grants from other government agencies. Midvale City intends to contract with a consultant to perform final design services for this 7800 S to 7500 S phase of the trail network with the option of extending the contract for design of future phases of the trail at the discretion of Midvale City, as additional funds are secured.

On April 4, 2024, Midvale issued Request for Proposal #MID24-131 for qualified bidders to provide final trail design services for a trail along the Jordan and Salt Lake City Canal between 7800 S and 7500 S in Midvale.

Engineer represented to the City that it is qualified to provide final design services for the Jordan and Salt Lake City Canal Trail and submitted a proposal to provide such services.

In accordance with Midvale Municipal Code 3.02.130, Midvale determined that Engineer was the responsive responsible bidder.

Therefore, in consideration of the mutual promises contained in this Agreement, the Parties agree:

Agreement

1. **Scope of Services.** Engineer agrees to provide final design services for the Jordan and Salt Lake City Canal Trail in Midvale City from 7500 S to 7800 S in accordance with the approach in Engineer's submitted proposal (attached as Exhibit B), and the following requirements:

A. Task 1: Project Management

1. Project Kick-off Meeting

Engineer will identify the appropriate stakeholders and coordinate a kick-off meeting with the design area. The kick-off meeting will define project goals and objectives, identify key project milestones or key event dates that may impact the project, and schedule regular work sessions. Stakeholders should be pulled from the following organizations, at a minimum:

- a. Midvale Planning, Engineering, and Public Works Departments
- b. Salt Lake City Public Utilities
- c. East Jordan Irrigation Company
- d. Utah Department of Transportation (UDOT)
- e. UTA
- f. Salt Lake County Parks and Recreation
- g. Canyons School District

Deliverables: Engineer will provide a summary of project goals and objectives as well as meeting agenda and minutes distributed to attendees.

2. Project Work Plan

Engineer will work closely with the management team made up of City staff to develop a detailed work plan that includes both the tasks to be completed and a schedule of key milestones.

Deliverables: Engineer will provide the City with a final work plan and design schedule.

3. Public Engagement Plan

Working closely with the Management Team, Engineer will produce a detailed public engagement plan that defines the key events, dates, and methods of engagement that will be used throughout the project. Engagement opportunities should be targeted towards adjacent property owners and tenants in the early stages of the project (Task 2 and 3). In later stages (Task 5), engagement should be expanded to the broader public. Engagement efforts should expand upon the effort already completed through the feasibility study and should include one-on-one meetings with a specific stakeholder or group of stakeholders.

Deliverables: Engineer will provide the City with a detail public engagement plan.

4. Regular Team Work Sessions

Engineer will participate in regular meetings with the city staff management team to collaborate on deliverables or share concept results, findings, and design solutions.

Deliverables: Engineer will provide advance agendas and accurate meeting minutes distributed to all attendees and placed in the project file.

B. Task 2: Stakeholder Coordination

1. Canal Owner Outreach

Engineer will coordinate outreach with the canal owners to determine design requirements to construct the paved trails along their respective canals. Engineer will work with each canal owner to address concerns, and present design solutions that meet requirements to obtain consensus and approval.

Deliverables: Engineer will provide the City with outreach materials required to facilitate the task above and documents to demonstrate final outcomes.

2. Adjacent Property Owner Outreach

Engineer will coordinate outreach opportunities with owners of property along and adjacent to the canals to identify challenges to and opportunities for constructing the canal trails. Engineer will coordinate and present solutions to gain concurrence, and where property needs to be acquired, Engineer will assist Midvale with negotiations for concessions needed to gain approval for acquisition.

Deliverables: Engineer will provide the City with outreach materials required to facilitate the task above and documents to demonstrate final outcomes.

C. Task 3: Concept Advancement

1. Topographic Survey & Aerial Imagery

Engineer will use conventional survey techniques to collect aerial imagery and survey information of above ground features including berms, paths, roadways, curb & gutter, fences, concrete features, general grade breaks, natural ground, vegetation, and any other feature necessary by the design team to complete final design and construction documents.

Deliverables: Engineer will provide raw survey data and base mapping in CAD platform in formats required.

2. Identify Existing Right-of-Way

Engineer will identify existing property boundaries and easements within the project boundaries. All boundaries will be drafted with survey quality for the project team to use throughout the final design of the project.

Deliverables: Engineer will provide an existing right-of-way map for the use of the design team.

3. Existing Utility Investigations

Engineer will use conventional SUE (Subsurface Utility Engineering) methods such as records research, pipe and cable locating, and survey topography to collect utility data. This data will be used to produce an existing utility (ExUtil) file using agency standard software, which will consist of SUE quality level B, C & D data.

Deliverables: Engineer will provide an existing utility base map in CAD platform to be used throughout the final design.

4. Concept Advancement

Engineer will develop design criteria that can be used to document design decisions, safety, geometric, and other criteria used in the development of the final design. Using the topographic survey as a baseline, Engineer will advance the concepts presented in the feasibility study to a 30% level. The concept will include aesthetic and landscaping alternatives to be evaluated by Midvale City. Exhibits of the concept design will be used as a part of Task A & B to engage stakeholders to gain concurrence of trail alignment and features. Engineer should plan to prepare iterations of the concepts to gain concurrence and approval. Engineer will provide sufficient detail of the materials, signage, roadway crossings, and other design elements with branding and placemaking elements reflective of the character of Midvale.

Deliverables: Engineer will provide 30% raw design files as requested by Midvale City, design criteria documents, and final electronic copies of exhibits prepared for the purpose of concept advancement to document decisions of the project team.

5. Concept Engineers Estimate

Engineer will prepare a preliminary engineer's estimate for construction costs including any concessions required to obtain concurrence and/or approval by stakeholders and canal owners. In addition, Engineer will prepare an estimate of annual maintenance costs, required by each canal owner. Engineer should plan to prepare iterations to assist the development of project limits to fit improvements into current project funding.

Deliverables: Engineer will provide a comprehensive engineer's estimate accounting for the project costs.

D. Task 3: Environmental and Permitting

1. Assess Environmental Needs

Engineer will assess the environmental needs based on the goals and location of the project. Engineer will perform a database query and literature review using resource specialists to determine which environmental resources have the potential to be impacted by the proposed project. A recommended schedule will be developed to ensure adequate time is allowed for obtaining the necessary environmental clearances.

Cultural

Engineer will conduct agency consultation regarding archaeology, paleontology, and tribal consultation tasks. This will include an archival file search at Utah Division of State History. Engineer will prepare maps of known projects and sites. Engineer will prepare and submit a UDOT Fieldwork Authorization (FWA) form at least one week prior to fieldwork. Engineer will submit the Areas of Potential Effects (APE) map with file search results to UDOT for review to identify areas previously surveyed. Engineer will conduct cultural survey, and update sites and isolates per UDOT and Utah State Historic Preservation Office (UTSHPO) guidelines. Engineer will prepare National Register of Historic Places (NRHP) eligibility recommendations. Engineer will prepare the draft cultural resource report, internal quality control (QC) and agency review. Engineer will prepare a final cultural resources report. Engineer will engage Certus Environmental Solutions to perform this very specialized survey.

Deliverables: Cultural Resource Inventory Report; QC Documentation.

Paleontological

Engineer will prepare and submit a consultation letter to the Utah Geological Survey (UGS) for paleontological clearance.

Deliverables: UGS Paleontological Consultation Letter; QC Documentation

T&E Species

Engineer will reference the US Fish and Wildlife Service Information for Planning and Consultation (IPaC) database. Based on the results of the database search, the project area site characteristics, and habitat preferences of potential threatened and endangered species, the necessary species surveys will be identified and conducted by Engineer. Engineer will ensure that clearance surveys for threatened and endangered species with potential to occur in the project area are conducted by a qualified biologist. The results of the clearance surveys will be summarized in a technical report and will be included in the environmental document.

Deliverables: Threatened and Endangered Flora and Fauna Survey Results Memo; QC Documentation.

Air Quality

Engineer will evaluate the air quality impacts of the project following the UDOT and Utah Department of Environmental Quality (UDEQ) guidelines. The analysis will evaluate traffic volumes, capacity, level of service and the effects the project will have on air quality for the residents including at potential mid-block crossings.

Deliverables: Air Quality Analysis.

Wetlands and Waters of the US

Engineer will conduct a wetlands and Waters of the US delineation including submission and approval from the United States Army Corps of Engineers (USACE) for the project area.

Deliverables: Wetlands and Waters of the US Survey Results Memo; QC Documentation

Hazardous Materials Investigation

Engineer will conduct a hazardous materials investigation within the project boundaries. Known sites will be mapped and, if needed, mitigation identified.

Deliverables: Hazardous Materials Survey Results Memo; QC Documentation

2. Analyze Environmental Resources

After identifying the applicable resource, Engineer will analyze impacts due to the proposed project and identify resource locations. Because the impacts would be within previously disturbed and undisturbed areas, it is anticipated that a desktop review and reconnaissance survey of the environmental resources will be sufficient to determine impacts. Engineer will produce draft environmental clearance memos with QC documentation.

Deliverables: Environmental Memos; QC Documentation.

3. Write CE Document

Engineer will prepare the environmental resource impact memos and submit them to the appropriate UDOT environmental staff for review and concurrence. Following the approval of the environmental impact memos, Engineer will prepare the Categorical Exclusion (CE) document using UDOT's ePM system. The document will be provided to the City for review and comment before being submitted to UDOT. Any comments from the City and UDOT will be used to revise the CE document.

Deliverables: Draft Categorical Exclusion; QC Documentation

4. Obtain CE Approval

Once the finalized CE document is approved, concurrence memos will be included in the appendix of the document. The finalized CE document must be approved and signed by the UDOT Region 2 environmental manager.

Deliverables: Approved Categorical Exclusion

5. Obtain Stream Alteration and Canal Permits

Engineer will prepare an application for a stream alteration permit. The stream alteration permit will include maps, plans and profile view drawings, and hydraulic analysis. The application will be submitted to Utah Department of Water Rights, who administers the stream alteration permit program.

Deliverables: Engineer will provide a complete Stream Alteration Permit.

E. Task 5 Final Design

1. Final Design Development

Engineer will prepare the final design of the trail, advancing from the concept developed in Task 4 and incorporating all comments from various concept reviews. The final design will meet all agency requirements, and include all details needed for construction, including trail profile, appropriate grading, utility relocation as needed, drainage improvements, needed structural analysis and design for canal enclosures if required, roadway crossings, and any other design or detail necessary for the complete and final design of the trail.

Deliverables: Engineer will deliver progress submissions related to Task 6 – Construction Documents.

2. Geotechnical Investigations

Engineer will work with Midvale City to identify exploration locations and notify Blue Stakes of Utah for utility locating. Engineer will prepare and submit the required permitting to complete the excavation for each location identified. Engineer will process soil excavations in its laboratory to determine design critical properties required to complete any structural analysis.

Deliverables: Engineer will provide a geotechnical report outlining the exploration and finding of all testing required.

3. Utility Coordination and Design

Engineer will investigate potential utility conflicts by performing SUE quality level “A” (test hole) data collection to verify utility depth. This data will be used to confirm or eliminate utility conflicts during the design phase of the project. Once

conflicts have been confirmed, Engineer will coordinate with third party utility owners and follow industry standard notifications. Additionally, Engineer will provide utility design for Midvale owned facilities.

Deliverables: Engineer will provide a complete and comprehensive utility matrix detailing each conflict within the project's limits and provide necessary documentation regarding third party relocations if required.

F. Task 6 Construction Documents

1. Progress Design Submittals

Engineer will provide progress submittals at a 60% and 90% level for the review of Midvale City and required stakeholders. Each submittal will be held to industry standard, and agency required quality control procedures. At each design submission, a review meeting will be held not less than two weeks after each submission to discuss comments. Comments will be captured in a comment resolution form to ensure all comments are addressed and closed at the next submission.

Deliverables: Engineer will provide plan packages, QC, and a completed comment resolution form to the City staff management team at the conclusion of each submittal phase.

2. Final Construction Documents

Engineer will provide final construction documents for the trail improvements, including but not limited to general notes, typical sections, horizontal controls, geometric layouts, grading, site plans, trail profiles, drainage plans, structural plans, and all associated details required for the construction. Construction plans must meet agency requirements and follow industry standard practice and any agency required quality control guidelines.

Deliverables: Engineer will provide the complete construction plan documents with a professional engineer's stamp and signature.

G. Task 7 Construction Estimating

1. Engineers Estimate

Engineer will develop a final engineer's estimate consisting of a comprehensive breakdown of each item required to construct the trail. The estimate will include all bid items for contractors' bid as well as provide non-bid items including contingency, right-of-way, and any required construction services to derive the project's complete costs.

In providing opinions of probable construction cost, the City understands that Engineer has no control over costs or the price of labor, equipment or materials, or

over the contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of Engineer's qualifications and experience. Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual costs.

Deliverable: Engineer will provide Midvale City with a final engineer's estimate.

H. Task 8 Contract Advertisement

1. Measurement and Payment

Engineer will develop the Measurement and Payment document to stipulate the conditions of each item, how the specific item is measured and what elements of work are included in the cost the contractor will be providing.

Deliverables: Engineer will provide Midvale City with a final Measurement and Payment document to be used in the advertisement for the project.

I. Task 9 Construction Support

1. Construction Management

Engineer will manage the construction process, coordinating with the contractor, holding regularly scheduled construction meetings, providing inspection, public engagement, and materials quality assurance testing to meet the specific funding requirements.

Deliverables: Complete construction documentation required by grant agencies who have provided grant funding for the project, including, but not limited to, inspection reports and other regulatory compliance reports.

2. Design Support During Construction

Engineer will provide design support during construction to respond to and address contractor requests for information (RFI's). In addition, if field conditions are not as expected, Engineer will provide design support to solve unexpected challenges.

Deliverables: Engineer will develop and provide regular updates to an RFI log completed with resolutions and updated plans as needed.

2. **Term.** The Agreement will take effect on the date of execution. Unless otherwise terminated, all the deliverables in Section 1 will be complete and delivered by the dates specified in Engineer's Proposal found in Exhibit B, and the entirety of the scope of services shall be complete by December 31, 2025. Upon completion of all deliverables, this agreement will terminate. This Agreement may not be automatically renewed. However, Midvale and Engineer may amend this Agreement to expand its scope pursuant to Section 34.

3. Compensation. Midvale agrees to pay the Engineer a total of \$116,715.00 for performed Services under Section 1 of this Agreement. Payments will be made according to the payment schedule found in Engineer's Proposal, as amended and attached as Exhibit C. No additional compensation will be provided.

4. Payment.

A. **Invoices.** Engineer must submit invoices for payment to Midvale monthly. Invoices must include an invoice number, the date the service was provided, the names of personnel providing the service, the type of service performed, the number of hours worked, the specific rate, and the total extended dollar amount.

B. **Payment.**

Midvale will issue payments to Engineer, for any uncontested charges, within 30 days after receipt of invoices. The Parties will resolve any disputed charges in accordance with Section 11 of this Agreement.

5. Non-appropriation of Funds or Changes in Law. Upon 30 days written notice delivered to Engineer, this Agreement may be terminated in whole or in part at the sole discretion of Midvale, if Midvale reasonably determines that:

- A. a change in federal, state, or City law materially affects the ability of either Party to perform under this Agreement;
- B. a change in available funds affects the City's ability to pay under this Agreement; or
- C. the City Council fails to fully fund the Services.

If the Agreement is terminated under this Section, Midvale will reimburse Engineer for the Services approved and properly performed until the effective date of said notice. The City is not liable for any performance, commitments, penalties, consequential damages, or liquidated damages that accrue after the effective date of said written notice.

6. Standard of Care. Engineer represents and warrants that the Services provided by Engineer under this Agreement are provided in a manner consistent with the level of care and skill ordinarily exercised by or under the direction of members of Engineer's profession currently practicing in the Parties' locality and under similar conditions. Engineer further represents and warrants that all Services performed pursuant to this Agreement shall be in accordance with all applicable laws, regulations, and requirements.

7. Indemnification.

A. **Engineer.** Engineer agrees to indemnify, and hold harmless Midvale and its elected officials, officers, employees, volunteers, and agents from and against all damages, liabilities, claims, losses, and expenses (including legal and attorneys' fees and costs) arising from Engineer's breach of contract, negligence, recklessness, or intentional misconduct or Engineer's subcontractor's negligence in performance of this Agreement. This includes, but is not limited to, misconduct or illegal behavior by an employee, or agent of the Engineer, property damage, and injuries or death to

employees, subcontractors, and members of the public caused by the Engineer or Engineer's subcontractor. This obligation is not extended to any damages, liabilities, claims, losses, or expenses (including legal and attorneys' fees and costs) caused by the City's sole negligence or willful misconduct.

B. **Midvale.** Midvale agrees to indemnify and hold harmless Engineer and its officers, employees, and agents from and against all damages, liabilities, claims, losses, and expenses (including legal and attorneys' fees and costs) arising from the City's sole negligence or willful misconduct in performing under this Agreement.

C. **Survival.** The provisions of this Section will survive the termination of this Agreement.

8. **Government Immunity.** Midvale advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7 of Utah Code Ann., as amended). Midvale does not waive any procedural or substantive defense or benefit provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Utah Code Ann. § 63G-7-604 regarding the limitation of judgments. Any indemnity and insurance obligations incurred by Midvale under this Agreement are expressly limited to the amounts identified in the Act.

9. **Default.** In the event of a default under this Agreement, the non-defaulting Party may:

- A. Suspend Engineer's performance under this Agreement until the default is corrected;
- B. Withhold payment until the default is corrected;
- C. Charge 1.5% interest monthly, compounded monthly, on any unpaid amount until the amount is paid in full; and
- D. Terminate this Agreement in accordance with Section 10.

The list of remedies under this Section is not exhaustive or exclusive. Either Party may pursue any other right or remedy available to it, either in law or equity, on account of the other Party's default. Either Party may use any combination of remedies available.

10. **Termination.**

A. **Default.** This Agreement may be terminated for cause by the non-violating Party by providing written notice to the violating Party. The Party in default of this Agreement will be given 10 days after written notification to correct and cease the default. If the default has not been corrected, the non-violating Party may terminate the Agreement immediately and is subject to the remedies in Section 9. If the City is the non-defaulting Party, it will be returned to its original position as much as possible.

B. **Convenience.** This Agreement may be terminated for convenience by the City by providing 30 days written notice to Engineer.

C. **Compensation.** Upon termination of this Agreement, all accounts and payments will be processed according to Sections 3 and 4 for approved and properly performed Services completed prior to the effective date of the written notice. Engineer agrees

that in the event of termination for cause or convenience, Engineer's sole remedy and monetary recovery from the City is limited to full payment for all services approved and properly performed and completed prior to the effective date of the written notice.

D. Documents and Services Delivery upon Termination.

Upon termination of this Agreement for any reason, Engineer will deliver to the City all deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Engineer prior to the execution of this Agreement, but specifically created or manufactured under this Agreement.

11. Dispute Resolution. Any dispute arising under or relating to this Agreement will be resolved in the following order:

- A. Good faith negotiations between the Parties;
- B. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
- C. Litigation.

If a Party incurs any legal or attorneys' fees or costs in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such fees and costs.

12. Laws and Regulations. At all times during this Agreement, Engineer and all Services performed under this Agreement must comply with all applicable federal, state, and City constitutions, laws, rules, codes, orders, and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity. This also includes not using these characteristics in considering employment, selection of training, promotion, transfer, recruitment, rates or pay, or other forms of compensation, demotion, or separation decisions.

13. Relationship of Parties. Engineer is an independent contractor of Midvale. No other legal relationship has been formed by this Agreement, and in no manner is Engineer an employee or agent of the City. Engineer is not entitled to any of the benefits associated with such employment. Engineer is responsible for all applicable federal, state, and local taxes and all FICA contributions. The Parties have no authorization, express or implied, to bind the other Party. The Parties agree not to perform any such acts as an agent for the other Party.

14. Insurance. Engineer, and subcontractor(s), must always during the term of this Agreement, without interruption, carry and maintain insurance from an insurance company authorized to do business in the State of Utah in accordance with this Section.

A. Coverage Amounts.

- i. **Commercial General Liability Insurance.** Engineer must have a Commercial General Liability Insurance policy that includes products and completed operations, bodily injury, property damage, and personal and advertising injury and must be in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.

- ii. **Automobile Liability Insurance.** Engineer must have Automobile Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.
- iii. **Professional Liability/Errors and Omissions.** Engineer must have a Professional Liability/Errors and Omissions Insurance policy in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. This policy must be maintained for at least five years after the completion of Services. This obligation survives the termination of this Agreement.
- iv. **Workers Compensation.** Engineer must have Workers Compensation Insurance (Part A) that meets Utah's statutory requirements. Engineer must have Employers Liability Insurance (Part B) in the amount of at least \$1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage.

B. **Proof of Insurance.** Engineer must provide a certificate of insurance and copy of an insurance policy that meets the requirements of this Section to Midvale prior to execution of this Agreement. Engineer must provide an updated Certificate of Insurance any time its insurance policy changes. Failure to provide proof of insurance will be deemed a material breach of this Agreement.

C. **Cancellation/Expiration.** Engineer may not cancel or allow an insurance policy to expire unless written notice has been given Midvale at least 30 days prior to the cancellation or expiration and provisions are taken to replace the policy prior to its cancellation or expiration.

D. **Additional Insured.** Engineer must add Midvale as an additional insured to all its insurance policies under this Agreement except for its Professional Liability and Workers Compensation policies.

E. **Primary, Noncontributory.** Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by Midvale.

F. **Material Breach.** Engineer's failure to maintain insurance in accordance with this Section for the term of this Agreement is a material breach of this Agreement. Midvale may immediately terminate this Agreement and seek any other appropriate remedies.

15. **Status Verification.** Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 et seq., any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. Engineer will provide Midvale with a certification of its compliance with this requirement prior to performing work under this Agreement.

16. **Boycotts.**

Pursuant to Utah Code Ann. § 63G-27-201, Engineer is required to certify that Engineer is not currently engaged in an economic boycott, as defined in Utah Code Ann. § 63G-27-102(5), or a boycott of the State of Israel. Engineer will not engage in a boycott of the State of Israel for the duration of the agreement. Engineer must notify the City in writing if it begins engaging in an economic boycott during the term of the Agreement, which may be grounds for termination of the Agreement. Engineer will provide Midvale with a certification of its compliance with this requirement prior to performing work under this Agreement.

- 17. Government Records Access and Management Act.** Midvale is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq, as amended. Any documents produced or collected under this Agreement may be subject to public access. If Engineer believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), Engineer must provide a written claim of business confidentiality to the City that complies with Utah Code Ann. § 63G-2-309(1). Engineer agrees to cooperate with and to supply any requested records to the City in conjunction with any public records request. This obligation will survive any suspension or termination this Agreement.
- 18. Time.** For all Services, time is of the essence. Engineer is liable for all reasonable damages to Midvale as a result of Engineer's failure to timely perform the services required under this Agreement, which delay is not attributable to the City.
- 19. Force Majeure.** Neither Party to this Agreement will be held responsible for delay or default caused by fire, flood, earthquake, act of terrorism, riot, pandemics, war, or other act of God, which is beyond that Party's reasonable control. Either Party may terminate this Agreement by written notice to the other Party after determining such delay will prevent successful performance of this Agreement.
- 20. Conflicts of Interest.**
 - A. Officer or Employee.** Engineer represents that none of its officers or employees are elected officials, officers, employees, volunteers, or agents of Midvale or its affiliates, unless it has made such disclosure to the City prior to execution of this Agreement. Engineer represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the drafting of Midvale's procurement and project documents or the City's selection of a bidder.
 - B. Gift.** Engineer represents and warrants that it has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the City's drafting of procurement and project documents or the City's selection of a bidder.
- 21. Notice.**

Any notice required under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

Midvale City
Midvale City
Attn: Comm. Dev. Director
7505 S. Holden Street
Midvale, UT 84047

Engineer
Consor
Attn: Mason Bouck, P.E.
38 East Scenic Pointe Drive, Ste. 300
Draper, UT 84020
385-253-0362
Mason.bouck@consoreng.com

With a copy to:
Midvale City
Attn: Contract Analyst
7505 S. Holden Street
Midvale, UT 84047

The Parties have the right, from time to time, to change their respective notice addresses under this Section by providing written notice to the other Party.

22. **Assignment and Delegation.** A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent. Unless otherwise noted in the Agreement, a Party may not unreasonably withhold its consent.
23. **Subcontractors.** Performance of Services under this Agreement may not be subcontracted to another entity without Midvale's consent. The City may withhold its consent at its sole discretion. If a subcontractor is permitted to perform Services under this Agreement, Engineer is responsible for the subcontractor's performance of the Services. The agreement between Engineer and any subcontractor must subject the subcontractor to all the terms of this Agreement that apply to Engineer except for invoices and payment. The City will accept invoices from only Engineer and will make payments to only Engineer for Services.
24. **Not Exclusive.** Engineer understands that this Agreement is not exclusive. Midvale may contract with other individuals or entities to provide the same or similar services. This Agreement does not guarantee any amount of work.
25. **Publicity.** Engineer must submit all advertising and publicity matters relating to this Agreement to Midvale for written approval. It is the City's sole discretion whether to provide approval. This provision will survive the termination of this Agreement.
26. **Document Retention.** Engineer must retain all working papers, reports, and all necessary records to properly account for Engineer's performance and the payments made by Midvale to Engineer under this Agreement. These records must be retained by Engineer for at least five years. The City may extend the retention period by written notice. Engineer agrees to make all documents related to this Agreement available to the City or third parties upon the City's request.

27. **Ownership of Intellectual Property.** Midvale and Engineer each recognize that each has no right, title, proprietary or otherwise to the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Engineer prior to the execution of this Agreement, but specifically created or manufactured under this Agreement are considered work made for hire, and Engineer must transfer any ownership claim to the City.
28. **Amendments/Modifications.** This Agreement may be modified by the mutual written agreement of the Parties only. Any such amendment will be attached to this Agreement.
29. **Waiver.** Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under this Agreement does not constitute a waiver. Either Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in this Agreement will remain in full force with respect to any existing or subsequently occurring default.
30. **Severability.** If any provision of this Agreement is held to be void, the voided provision will be considered severable from the remainder of this Agreement and will not affect any other provision in this Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.
31. **Governing Law and Venue.** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement must be brought in a court of competent jurisdiction in the Salt Lake County, Utah.
32. **Survival.** Termination of this Agreement does not extinguish or prejudice Midvale's right to enforce this Agreement with respect to any default or defect in the services that has not been cured or for any term that is intended to survive the termination of this Agreement.
33. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understanding between the Parties, whether oral or written.
34. **Additional Trail Phases.** Midvale and Engineer may contract for the design and engineering of a future phase of either trail described in the Background section without issuing a new RFP if Midvale so chooses as long as a new agreement or an amendment to this Agreement is signed within three years of the execution of this Agreement.

Midvale City and Consor have read and understand the terms of this Midvale Canal Trail Design Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.



MIDVALE CITY

DocuSigned by:
Marcus Stevenson 7/8/2024
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EXHIBIT A – MIDVALE CANAL TRAIL FEASIBILITY STUDY



Midvale City

June 2023

Midvale Canal Trail Feasibility Report

Submitted to:

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Midvale, UT

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21 June 2023



Executive Summary

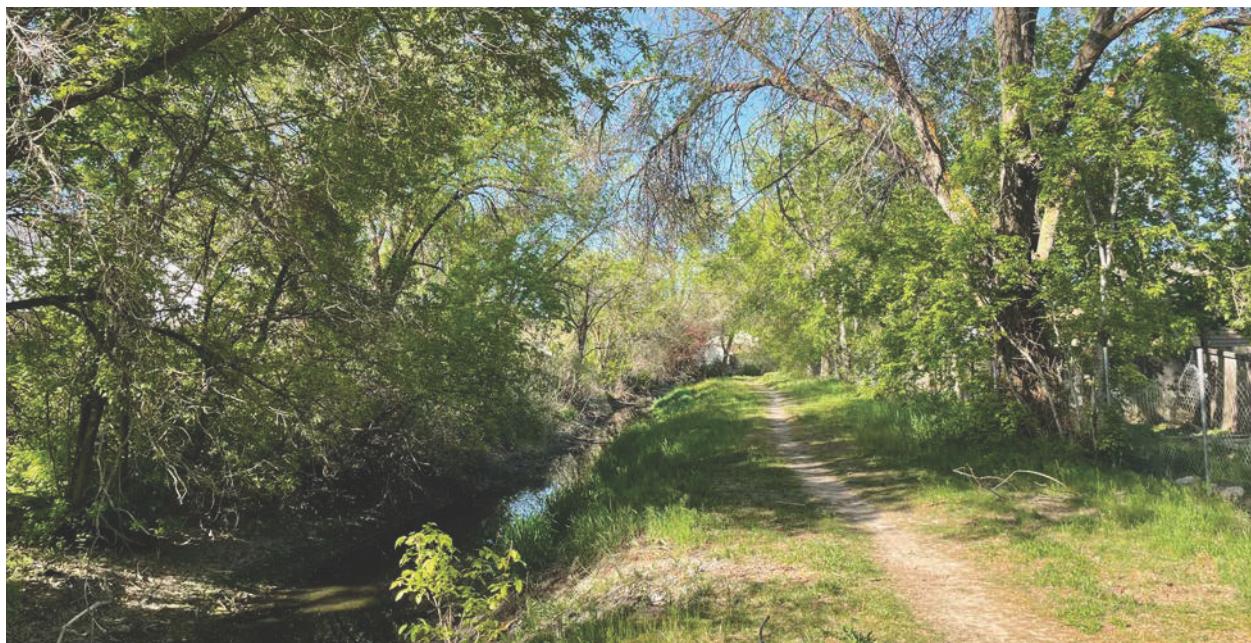
This feasibility study examines the suitability of constructing two canal-side trail projects in Midvale City, one along the Jordan and Salt Lake City Canal and another along the East Jordan Canal. These trails are proposed to enhance neighborhood and regional connectivity, including for those commuting to work, traveling to school, recreating or accessing key destinations.

The scope of this study included:

- On-site investigation to identify impacts and constraints
- Creation of high-resolution aerial roll plot maps identifying parcel boundaries
- Development of multiple proposed conceptual alternative alignments
- Investigation of suitable crossing types at both major and minor roadways
- Preparation of general cost estimates for construction of one or both trail segments
- Organizing, materials preparation for and staffing of a Public Open House in Midvale
- Completion of this Feasibility Report

This report examines the project vision and goals in context of both location/existing facilities and of the newly furthered statewide vision and financial support for constructing trail networks in neighborhoods and between regional destinations across Utah.

Furthermore, the report illustrates existing physical challenges to trail building, proposes appropriate roadway crossings, reviews public sentiment and concerns and outlines costs and next steps associated with trail project implementation.



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1.0 Introduction

In September 2022, Midvale City contracted with Consor to complete a preliminary feasibility study for two canal trail projects in Midvale, Utah. The first proposed trail alignment extends along the Jordan and Salt Lake City Canal for approximately 3.4 miles and the second extends along the East Jordan Canal (including segments of on-roadway bike lanes) for approximately 1.5 miles.



Figure 1: The Jordan and Salt Lake City Canal and existing trail in Midvale, Utah.

Project Vision and Goals

The feasibility study was conducted to identify a suitable corridor for a walking and bicycling path that will be a safe, comfortable, and convenient amenity for all residents and visitors to Midvale City. The goal of the proposed facilities is to provide trails that are:

- Safe recreational routes for people walking and bicycling along historic canal corridors
- Comfortable to use for people of all ages and abilities
- Convenient multimodal connections spanning the length of Midvale City
- Aesthetically pleasing
- Easy to find and use
- Financially viable to implement and maintain (phased implementation may be required as funding becomes available)
- Equitably accessible to all users

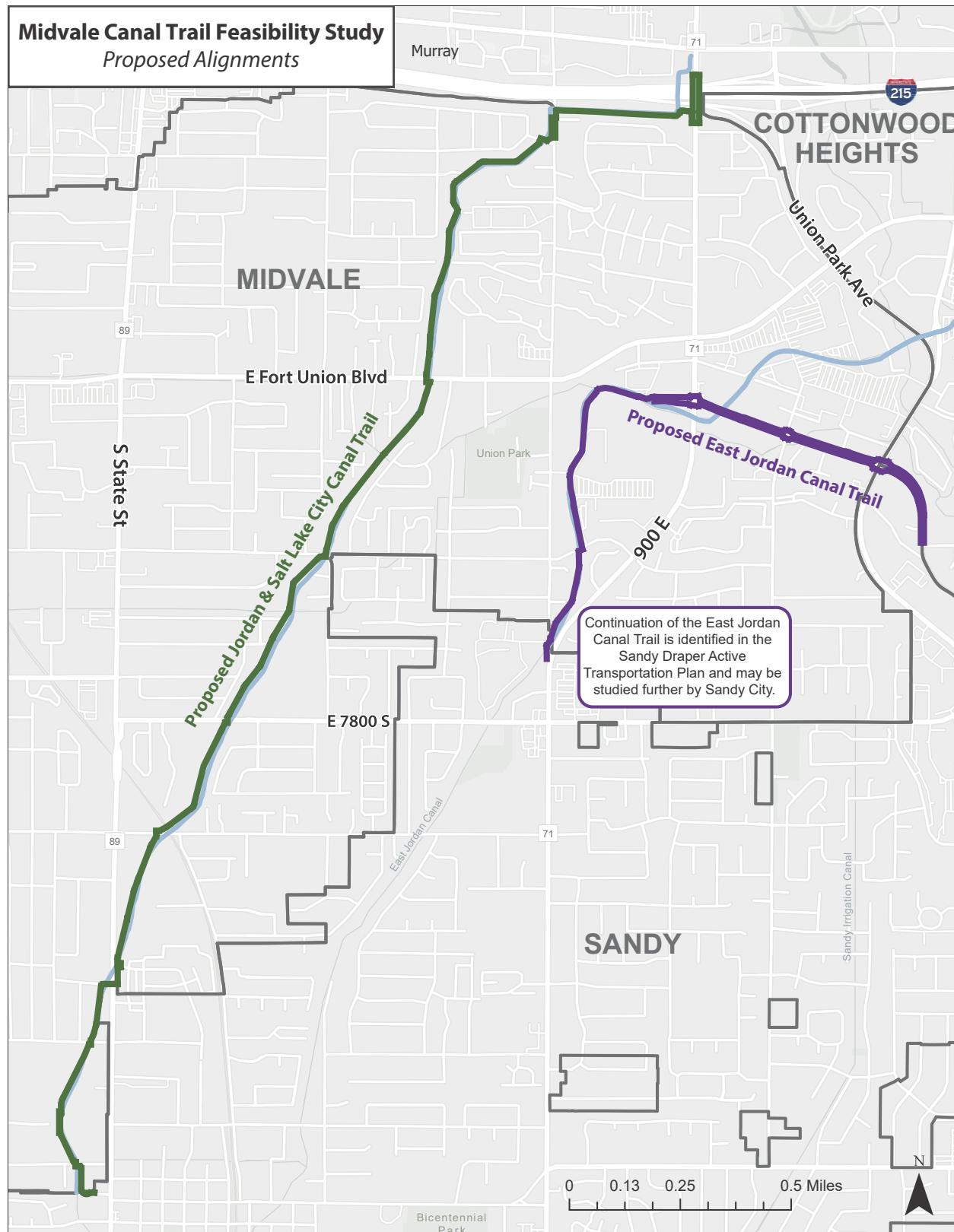


Figure 2: Proposed alignments for trails along the Jordan and Salt Lake City Canal and the East Jordan

2.0 Locational Context

Midvale is a city in Salt Lake County, Utah's most populous county, and is part of the Salt Lake City, Utah Metropolitan Statistical Area. According to 2021 5-Year Estimates from the American Community Survey (U.S. Census Bureau), Midvale City's population is 35,313. Roughly 75-percent of Midvale City's population is White, with 10-percent listed as two or more races. The median age of residents is 32, with roughly 25-percent of the population under 18 years of age and 14-percent of the population over 60 years of age (United States Census Bureau, 2021).

The Utah Transit Authority (UTA) operates bus and light rail (TRAX) services through Midvale. Of Midvale City's working age population (20,111 workers age 16 and over), 70-percent drove alone to work, 10-percent carpooled, 3-percent took public transportation, 3-percent walked and just over 1-percent bicycled (United States Census Bureau, 2021).

Statewide Vision

Trail-building is a high priority statewide. In October 2022, Utah Governor J. Cox, in partnership with the Utah Department of Transportation (UDOT) Executive Director Carlos Braceras, announced a vision for building a trail network to connect Utahans of all ages and abilities to key destinations, workplaces, recreation and more. The Governor's announcement dovetails with a 2023 bill which established an Active Transportation Investment Fund (ATIF) to support and accelerate constructing the Utah Trails Network. The ATIF's initial investment was \$45 million, with an ongoing commitment to invest an additional \$45 million annually (Braceras, 2023).

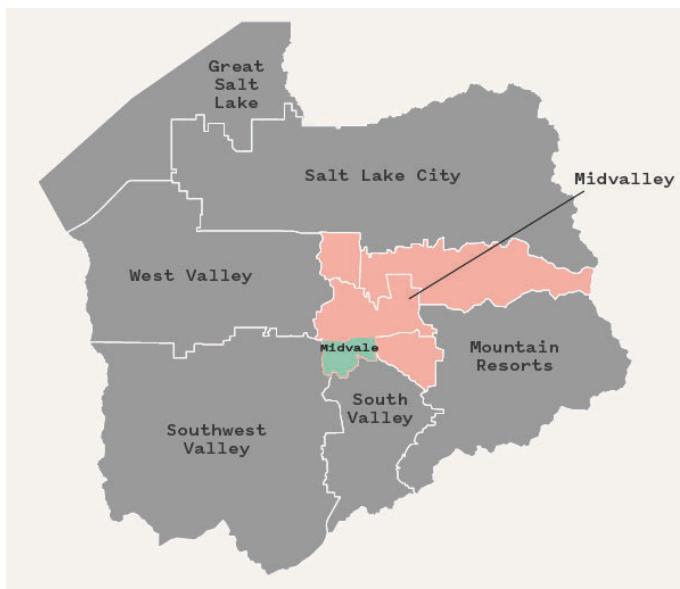


Figure 3: Map of Midvale, Utah and surrounding locational context.

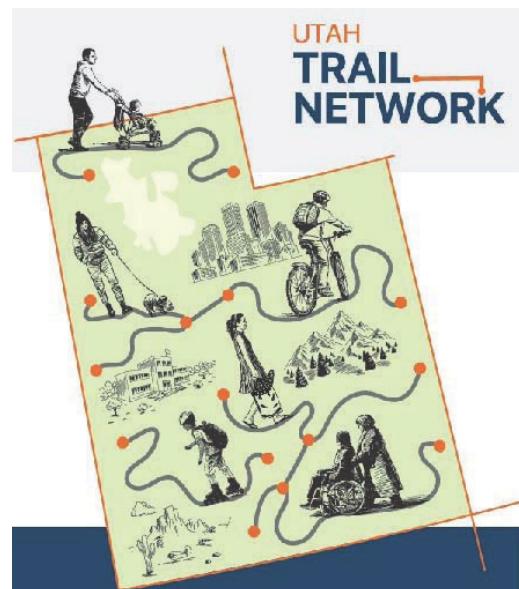


Figure 4: Promotional material for the Utah Trail Network.

Utah Canal Trails

There is a rich history of successful trail development adjacent to canals throughout Utah, including these popular trail systems:

Murdock Canal Trail

The Murdock Canal Trail opened in 2013, extending 17-miles through seven cities, from the mouth of Provo Canyon north to Thanksgiving Point. The trail fosters regional trail connections, including to the Jordan River Parkway and Provo River Parkway (Murdock Canal Trail, n.d.).



Figure 5: Murdock Canal Trail.



Figure 6: Sandy Canal Trail.

Sandy Canal Trail

The asphalt Sandy Canal Trail extends just under 5-miles from the City of Sandy to the City of Draper. The trail provides important connections to area businesses, schools, and other destinations (TrailLink, n.d.).

White City Canal Trail

The roughly 1.5-mile, 12-foot-wide paved ADA-accessible multi-use path includes a pedestrian bridge (Figure 7) crossing Dimple Dell Regional Park. This trail dovetails with the Sandy City Trails Master Plan and Salt Lake County Active Transportation Implementation Plan recommendations (Salt Lake County, 2022).



Figure 7: White City Canal Trail.

Jordan and Salt Lake City Canal History

The Jordan and Salt Lake City Canal represents a historically significant water development project for Salt Lake City. Project construction was completed in 1882, launching exchange contracts between local farmers and Salt Lake City to ensure access for agriculture and to provide high quality drinking water from the Wasatch mountains to the Salt Lake Valley (Hooton, 1993).



Figure 8: Historic Jordan and Salt Lake City

East Jordan Canal History

The East Jordan Canal was originally operated by a private irrigation company. In the late 1800s and early 1900s, Salt Lake City began buying stock in the Canal to accommodate anticipated future growth. The East Jordan Canal currently supplies water to parcels in Draper and Sandy, and also feeds into the Green Ditch irrigation system as well as Big Ditch, Hill Ditch and Lower Canal (The University of Utah, n.d.).

Mid-Valley Active Transportation Plan

The Mid-Valley Active Transportation Plan (ATP) represents the collaborative efforts of the cities of Taylorsville, Midvale, Murray, Millcreek, Holladay, and Cottonwood Heights to outline regional priorities, policies and routes to develop a Backbone Network spanning the six cities. This study developed recommendations to enhance bicycle and pedestrian connectivity within the region, beginning with a list of 244 total projects, which was further whittled down to 33 critical Backbone Network projects (Avenue Consultants, 2021).

[View an online map of all projects.](#)

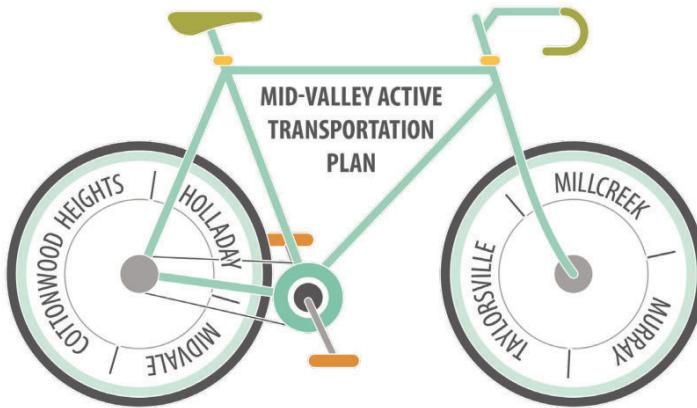


Figure 9: Mid-Valley Active Transportation Plan graphic.

Midvale City Active Transportation Plan

The Midvale City Active Transportation Plan (ATP) identifies 44 projects (including ten multi-use path projects) which would provide enhanced active transportation connections within the City of Midvale and to regional destinations, including various bicycle facilities and multi-use paths. The construction of all 44 projects would create an additional 31.13 miles of active transportation facilities within the city.



Figure 10: Midvale City Active Transportation Plan cover.

Midvale City's current active transportation network consists of 4.5 miles of facilities, including the Jordan River Parkway Trail ([view map here](#)). Strava-based walking and bicycling trip data from the plan shows a strong concentration of pedestrian trips along the canal, indicating a comfort level with this type of separated, low-stress facility type. About a quarter of respondents (24-percent) answered "strongly agree" when asked if Midvale was a good place for walking but only 6-percent felt the same for bicycling.

All path segments of both the proposed Jordan and Salt Lake City Canal Trail and the proposed East Jordan Canal Trail are included in the projects list, with segment details from the Plan outlined below (Wasatch Front Range Council, Avenue Consultants & Fehr & Peers, n.d.)

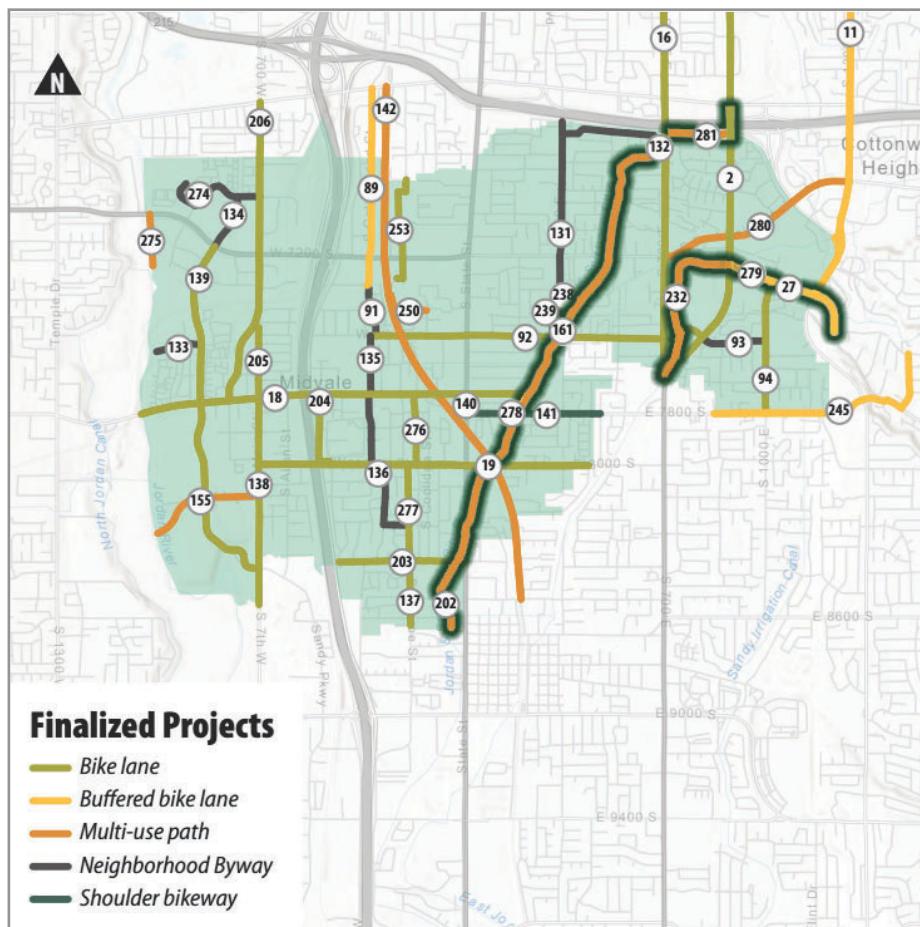


Figure 11: Midvale City ATP finalized projects, including the proposed trail alignments.

Table 1: Midvale City ATP projects encompassed by proposed trail alignments.

Jordan & Salt Lake City Canal Trail Proposed Alignment Midvale City ATP Segments (North to South)			
#	PROJECT	TYPE	LENGTH
281	Connection: 700 E to 900 E	Multi-use path	1,720'
132	Acoma Rd: 300 E to 700 E	Neighborhood Byway	3,020'
161	Jordan and Salt Lake Trail: 8000 S to 700 E	Multi-use path	9,920'
278	Sandra Way: 7720 S to 7800 S	Buffered Bike Lane	580'
19	Wasatch St: Main St to Farm Gate Dr	Bike Lane	8,600'
202	Approx. 8000 S to Approx. Durant Ave	Multi-use path	4,680'

Midvale State Street Corridor Study

The Midvale State Street Corridor Study, published in November 2022, envisions a connected, safe and welcoming corridor that supports people walking and biking and links users with nearby neighborhoods. One of the Action Plan items receiving the greatest community support in the Study is the concept of converting canals to trails.

The Study's preferred "Alternative C: Optimize Parallel Corridors" calls out the Jordan and Salt Lake Canal as an opportunity route for creating high-comfort active transportation connections. The plan recognizes that residents currently use the undesignated path and that upgrading to a multi-use path/canal trail would formalize this neighborhood-woven connection as well as provide a "rear-yard buffer" as future redevelopment occurs. The Plan envisions this community amenity as an accessible facility with bridge crossings that prioritizes access points to existing neighborhoods as well as future neighborhood retail. The Plan recognizes that trail development may be a boon to future property values as well.

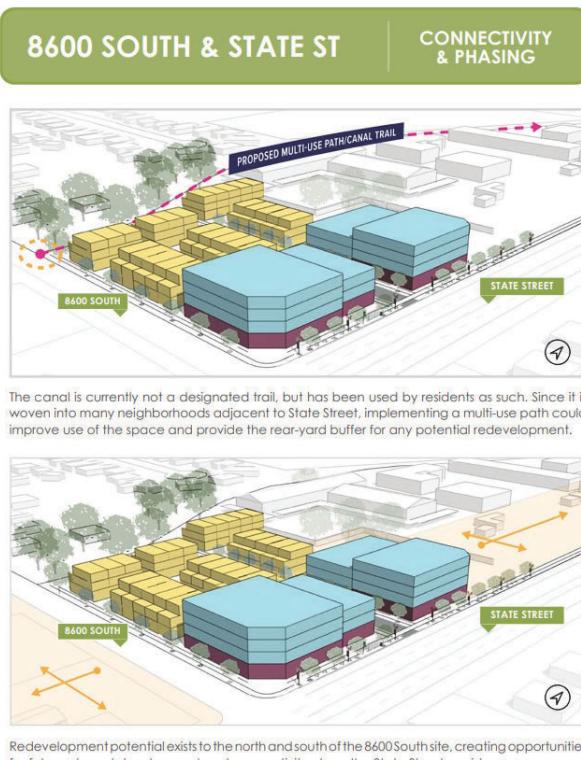


Figure 13: Midvale State Street Corridor Study vision at 8600 South & State St.

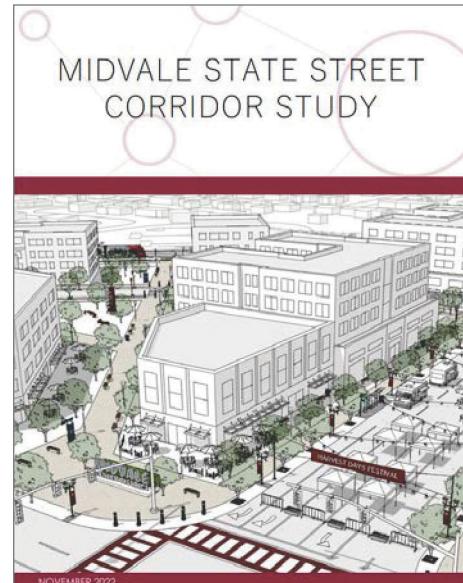


Figure 12: Midvale State Street Corridor Study cover.

The East Parallel Corridor suggested in the plan follows this study's proposed route, also calling for a proposed pedestrian hybrid beacon when crossing State Street given the proximity to Copperview Elementary and nearby multifamily developments.

The Plan lists "Canal Trail Development and Crossings (Feasibility Study)" as an immediate (0-1 year) priority and "Canal Trail Development and Crossings" as a near-term (2-3 years) priority in its Action Plan section. The Plan estimates a \$1 - \$1.5 million per mile cost for canal trail development. Furthermore, the plan provides design guidance for canal trail crossing treatments to ensure safety for all users (MHTN Architects et al., 2022). This guidance was considered during development of proposed crossings in this study.

3.0 Benefits of Multi-Use Paths

Multi-Use Paths are a community and neighborhood asset, offering opportunities for connection to places of work, school, or other amenities and providing recreation opportunities for residents and visitors. Their benefits extend to residents, visitors, business owners and beyond.

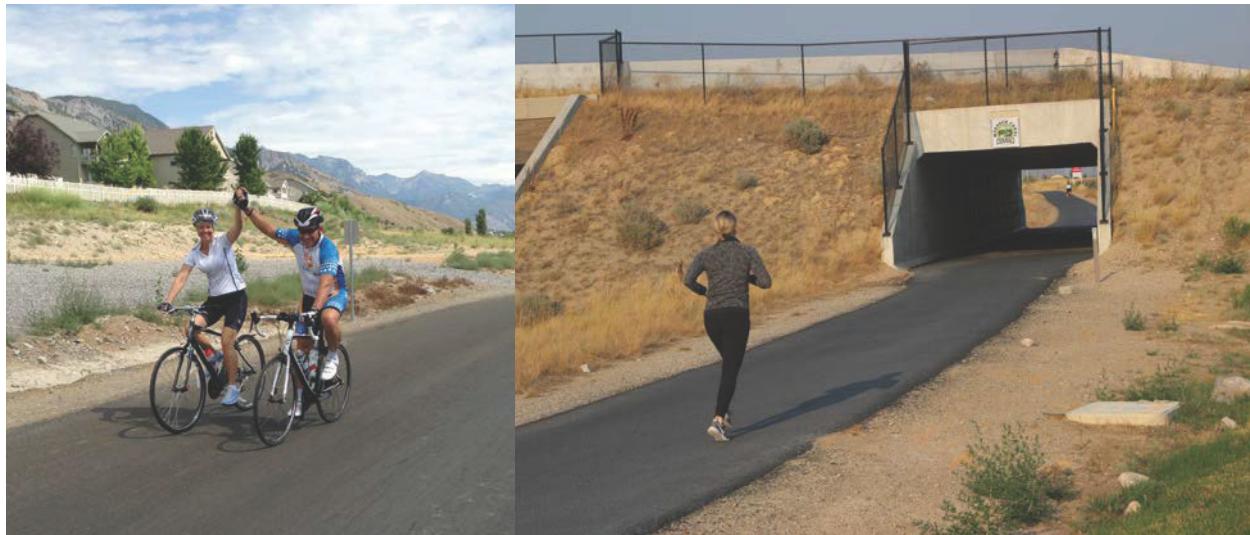


Figure 14: Examples of multi-use paths.

Residents

Since Multi-Use Paths offer a wide facility separated from vehicular traffic, and in the case of the proposed trails, are asphalt paved, they cater to users of all ages and abilities, including older and younger residents and people with disabilities. The proposed trails' focus on providing frequent neighborhood access points will encourage resident use of the path for daily recreation and access to important destinations such as schools (including Copper View Elementary School, Midvalley Elementary School and Hillcrest High School), the shopping complex east of 900 E and south of Fort Union Blvd, destinations east and west of the State Street crossing, places of worship, workplaces, and more.

Neighborhood Sentiment Pre and Post Trail Construction

Well-designed and marked neighborhood trails offer access while maintaining residents' privacy. Research has shown that residents in opposition to a trail project often discover that previously anticipated concerns do not come to fruition post-construction, and quality of life benefits (such as increased property values, enhanced quality of life, and community connections) accompany this amenity. Based on research in Bloomington, Indiana, property owners living proximate to trails identified "convenience and access to recreation, physical fitness, social connection, and connection to the natural environment" as the greatest benefits (Lawson, 2016). The 2012 study "Multiuse Trails: Benefits and Concerns of Residents and Property Owners" found that the most commonly raised trail-affiliated concerns by property owners (littering, trespassing, decreased property and noise) were not widespread as problematic following trail construction (Corning et al., 2012). In addition, such concerns can be adequately mitigated with proper trail design, maintenance and signage.

Tourists/Visitors

For visitors to the area, the proposed trails will offer an opportunity to explore the city without a vehicle, with the path's northern terminus near the I-215/ S 700 E/Union Park Avenue interchange conveniently located near a number of hotels. The eastern portion of the path extending from 900 E to just past Union Park Ave also offers connections to nearby hotels and event venues.

Economic Development

Numerous studies have demonstrated the economic impact of multi-use paths. A recent study commissioned by Kittelson & Associates surveyed nearly 500 path users, with over 40-percent reporting they spent money while using the path, providing a further boost to local jobs and tax revenues. Furthermore, several respondents indicated that the existence of paths impacted their choice of purchasing a house in the area (Dartnell et al., n.d.). As further development occurs proximate to the proposed trails, future employees and shoppers will benefit from its existence.

4.0 Existing Conditions



Figure 15: Site photos along the Jordan and Salt Lake City Canal.

Existing conditions were evaluated along the existing corridors of the East Jordan Canal and the Jordan and Salt Lake City Canal both through the use of aerial imagery and by several site visits to assess current physical characteristics and potential impacts to future trails.

East Jordan Canal Corridor Existing Conditions

The area along the East Jordan canal corridor is currently rendered inaccessible due to a combination of factors, such as overgrowth and 6' tall chain link fences. Additionally, there are exposed residential areas making travel along the corridor seem intrusive. These segments present significant challenges for creating a continuous and accessible path for users along the canal.

Jordan and Salt Lake City Canal Corridor Existing Conditions

The corridor begins at Durant Ave with residential properties to the West and commercial businesses to the East. The corridor continues along a wide paved path adjacent to Copper View Elementary school, before a crossing with W. Princeton Drive.

Along here, the corridor resumes its alignment behind a series of businesses following the abrupt ending at the State Street intersection. As the canal corridor continues it becomes largely impassable due to the dense brush.

Moving North, the corridor becomes increasingly overgrown and virtually impassable behind the Rela-dyne oil, fuel, and lubricants distributor. Users must then circumnavigate the 8000 S. crossing with another particularly dangerous crossing with the TRAX Commuter Rail.



Figure 16: Existing conditions along the East Jordan Canal near Hillcrest High School.

As the trail moves north along the residential corridor, walls of surrounding fences are marred by instances of graffiti and vandalism, particularly where vegetation and overgrowth dominate the landscape.

This section of the corridor presents a different set of challenges and opportunities. As users progress northward, the dense narrow paths open up to wide stretches full of pedestrian and vehicular gates that obstruct access. Along this residential corridor, the trail connects a cul-de-sac to Midvalley Elementary School, attracting a variety of patrons such as joggers and school children.

Beginning at a crossing at 7200 S, several homeowners have encroached on the canal ROW. There is over-growth of trees that occasionally impedes visibility. As the corridor progresses it is well designated and boasts a 20' width, providing ample space. Continuing towards I-215, this section of the corridor is characterized by a guarded incline along the interstate before ending at 900 E.



Figure 17: Existing conditions along the Jordan and Salt Lake City Canal including an instance of graffiti.

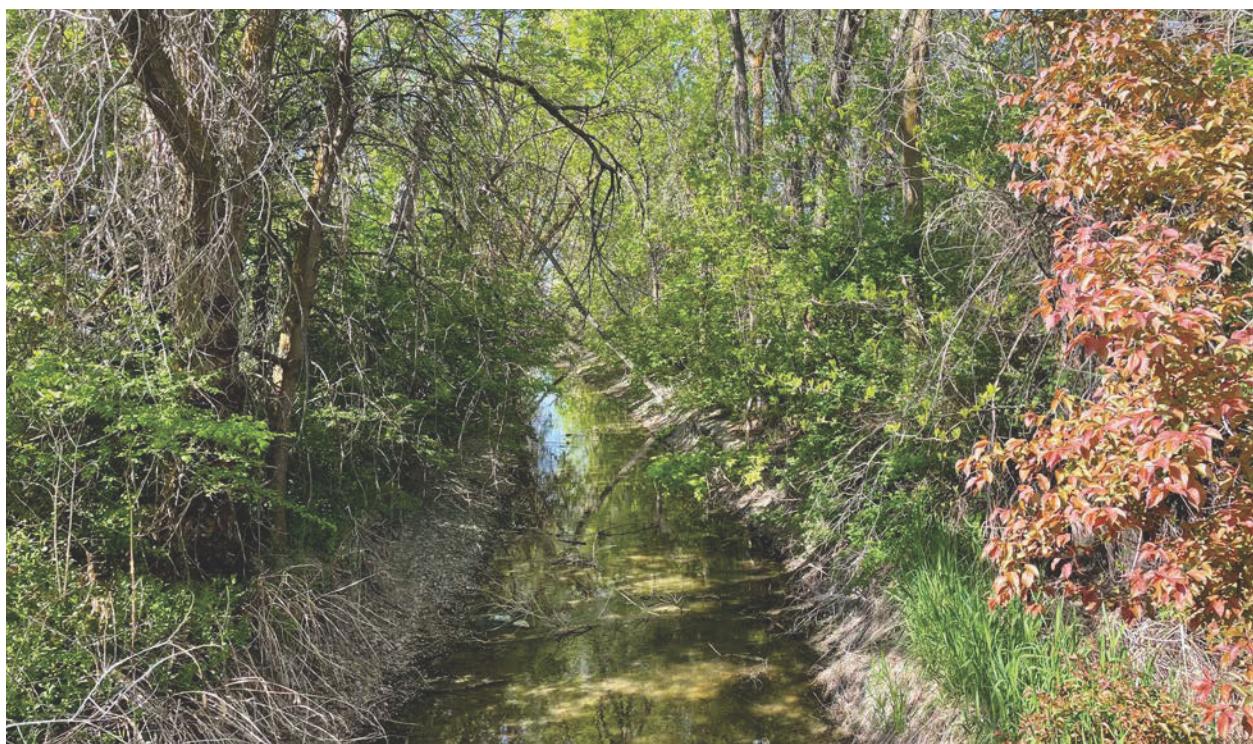


Figure 18: Existing conditions along the Jordan and Salt Lake City Canal near Midvalley Elementary School.

5.0 Proposed Trail Alignments

During field surveys and site visits, Consor determined that to construct the trail, there were a variety of project area characteristics that need-be considered - such as the terrain, canal siting, and land ownership – all of which influenced where the trail could feasibly be built. Following the evaluation of these factors, Consor developed several trail alignment alternatives to review with Midvale City staff and gather community feedback on.

Each trail is broken into segments (running South to North) with a description of the trail alignment, constraints, and potential solutions. Further detail along each segment can be seen in Figures 22-24 and 26-30.



Figure 19: Overall proposed alignment along the East Jordan Canal.

East Jordan Canal Proposed Alignment

Segment 1:

Alignment Alternative 1 proposes two trail beginnings to give a variety of options to trail users further West of 700 E and further North East of 900 E to access the trail. Potential Right-of-Way and canal enclosure impacts are present in this segment. At the Hillcrest High street crossing approach, an alternative alignment is proposed to maintain a perpendicular crossing by enclosing the canal.

Segment 2:

The proposed trail alignment is located adjacent to the canal for most of the segment and a crossing is proposed across the canal at a location where the bank has eroded and trail continuation would prove difficult. At the Hillcrest High School entrance, it is proposed that the trail will split into two 12' trails on either side of the road to prepare bicyclists and pedestrians to continue onto or from South Union Ave in their appropriate directions, reducing pedestrian and bicyclist crossings that may take place at the South Union Ave and 900 E intersection and instead take place at the mid-block crossings further west along the school entrance. As there is currently no sidewalk on the north side of the school entrance, the existing retaining wall would need to be replaced to accommodate the trail connection to South Union Ave.

Segment 3:

The protected bike lanes along South Union Ave and Creek Rd are a part of the Mid-Valley Active Transportation Plan's projects #279 and #27. These projects were considered and studied as a part of this feasibility study due to the East Jordan Canal becoming fully enclosed in the shopping center area North of South Union Ave. Protected intersections are recommended for this segment to increase safety and provide comfort to users on this multi-lane roadway. Some Right-of-Way acquisition may be required to achieve this design intent.

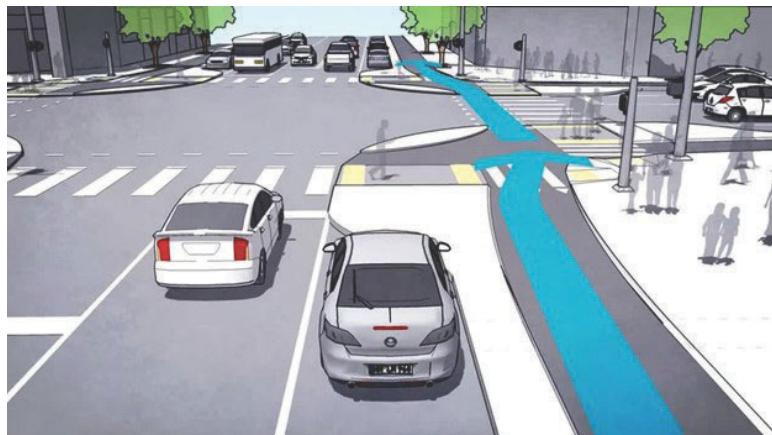


Figure 20: Graphic displaying a protected intersection.



Figure 21: Example of a protected intersection at 200 W and 300 S in Salt Lake City, Utah.

AREA OF INTEREST #1

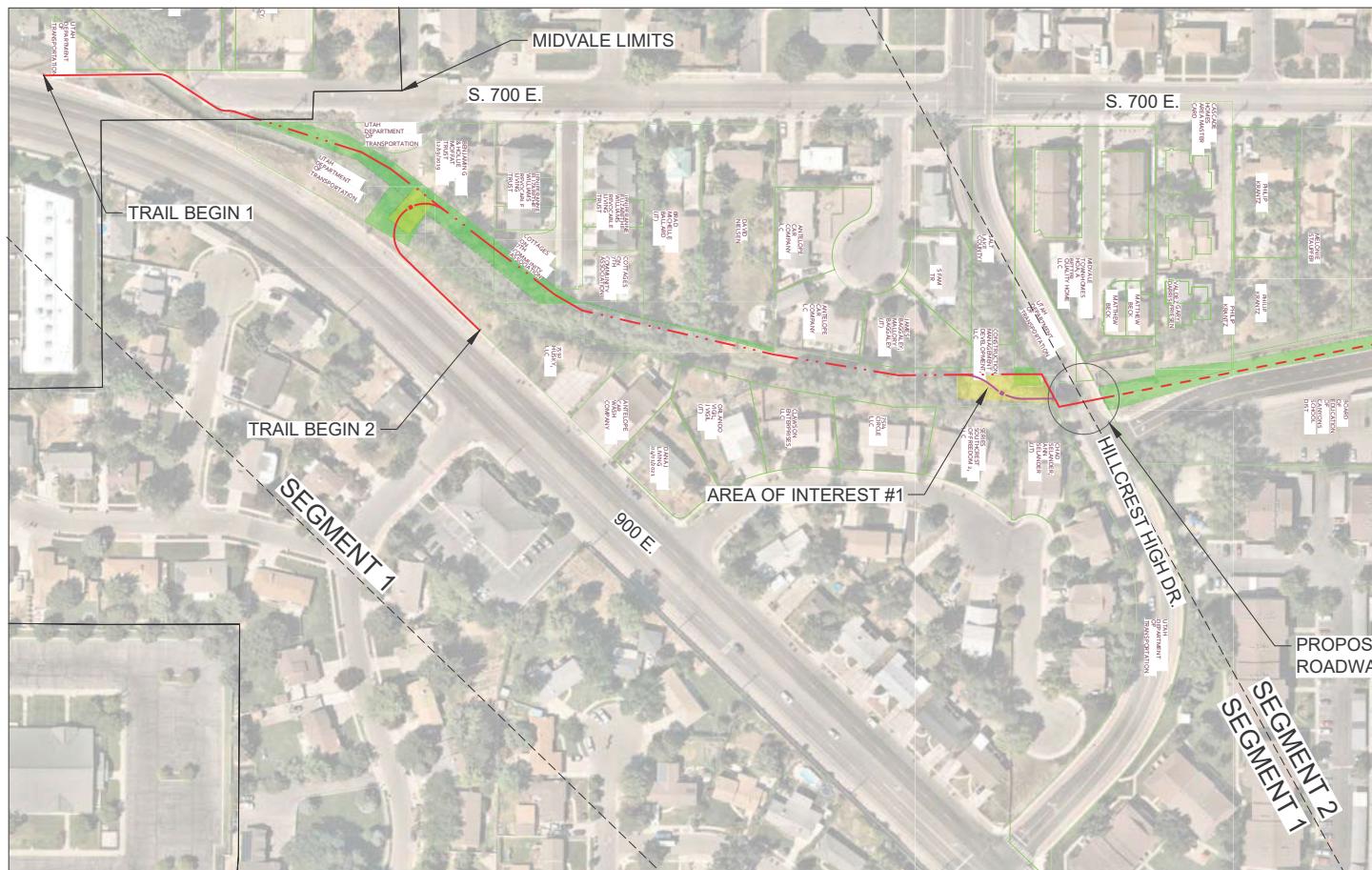
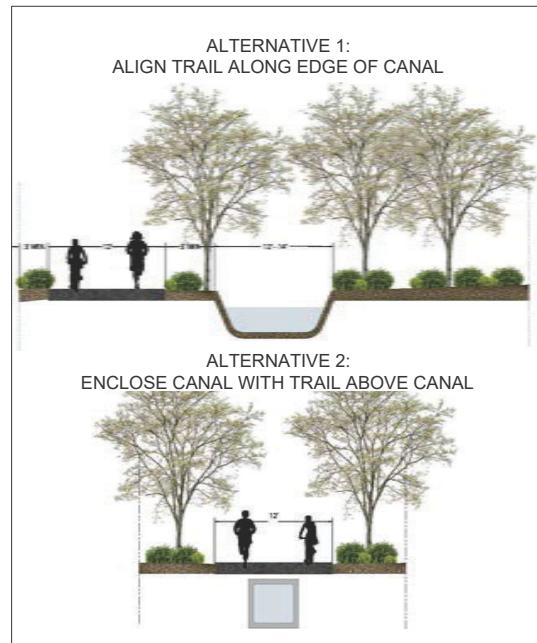
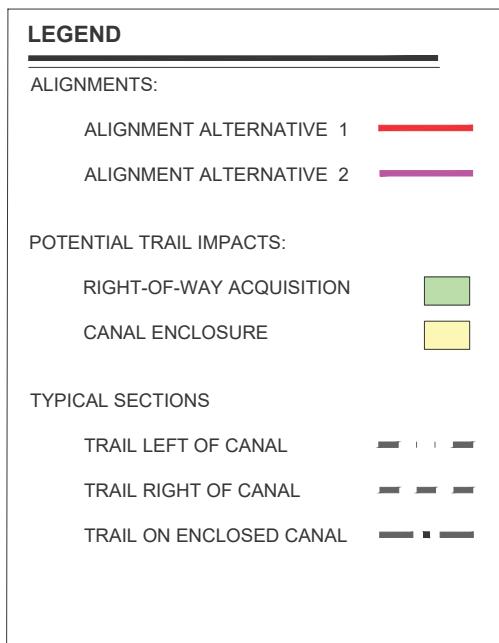


Figure 22: Proposed alignment along the East Jordan Canal, sheet 1.



Figure 23: Proposed alignment along the East Jordan Canal, sheet 2.

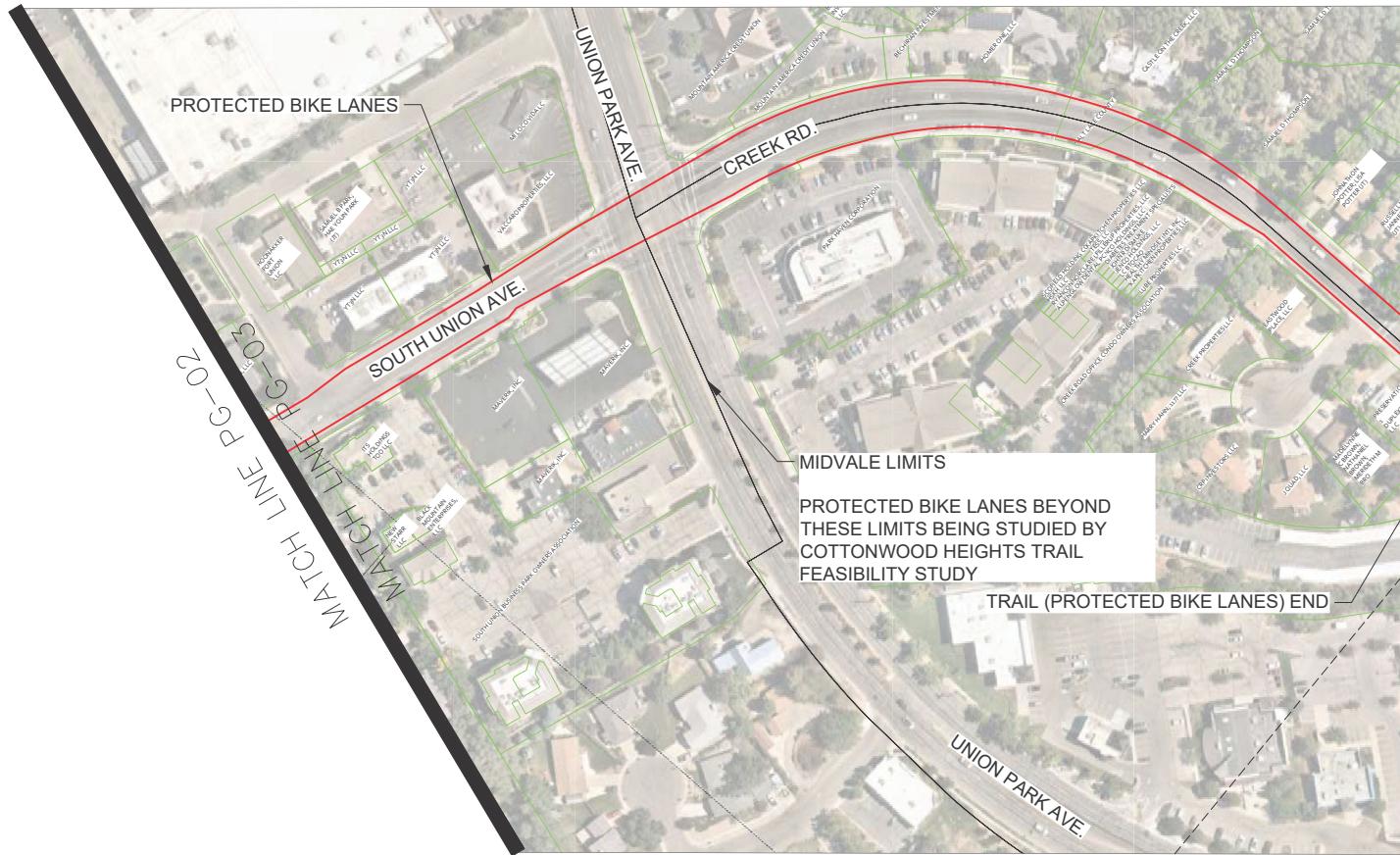


Figure 24: Proposed alignment along the East Jordan Canal, sheet 3.

Jordan and Salt Lake City Canal Proposed Alignment

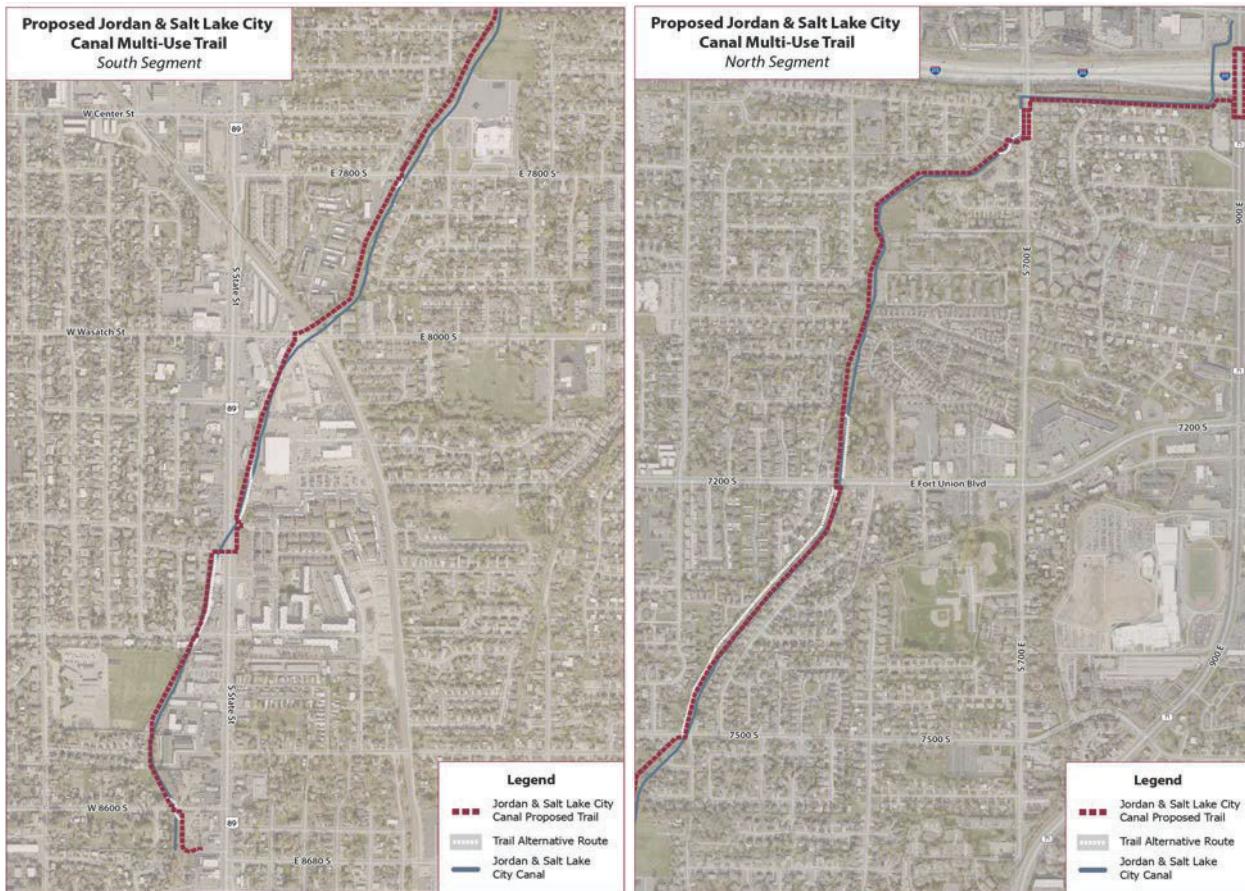


Figure 25: Overall proposed alignment along the Jordan and Salt Lake City Canal.

Segment 1:

Segment 1 begins at Durant Ave near Midvale City limits. The proposed trail alignment is located adjacent to the canal for the length of the segment. At street crossing approaches, alignment Alternative 2 is proposed to maintain a perpendicular crossing by enclosing the canal.

Segment 2:

From W Princeton Dr to the State Street mid-block crossing, two alignment alternatives consider the options of either acquiring Right-of-Way (Alternative 1) or enclosing the canal to avoid Right-of-Way acquisition (Alternative 2). From Durham St to 8000 S, alignment Alternative 2 is proposed to promote safer crossings across driveways by allowing vehicles to fully turn into driveways from State Street before stopping at a crossing. Right-of-Way acquisition and canal enclosure is proposed at the northern end of this segment to avoid re-routing the trail fully onto State Street from 8000 S.

Segment 3:

The proposed trail alignment is located adjacent to the canal for most of the segment. In locations where there are possible Right-of-Way impacts by continuing the alignment on the banks of the canal, there is an alignment alternative proposing enclosing the canal within the same stretch. At several street crossing approaches, an alternative alignment is proposed to maintain a perpendicular crossing by enclosing the canal.

Segment 4:

Three alignments alternatives are proposed along 700 E to connect the proposed trail from 6770 S to 900 E. Alignment Alternative 1 proposes using existing sidewalk in addition to on street bike lanes, Alternative 2 proposes replacing the existing eastern sidewalk to a 10-12' width with potential Right-of-Way impacts, and Alternative 3 proposes enclosing the canal. It is to be noted that S 700 E is planned for future bike lanes as a part of project #16 in the Mid-Valley ATP. The proposed protected bike lanes in addition to existing sidewalk on 900 E provides an active transportation connection across I-215 that aligns with project #2 in the Mid-Valley ATP.

AREA OF INTEREST #1

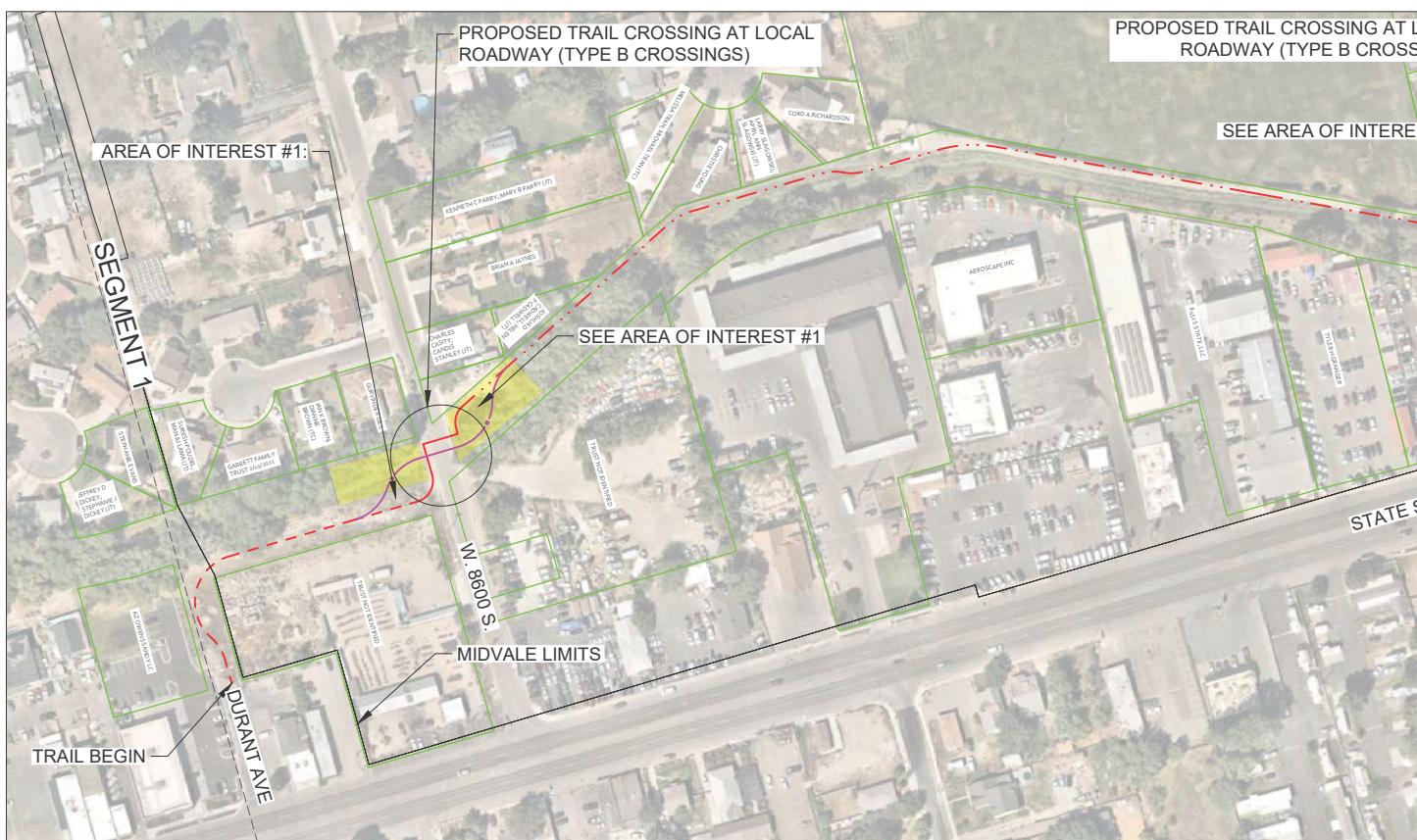
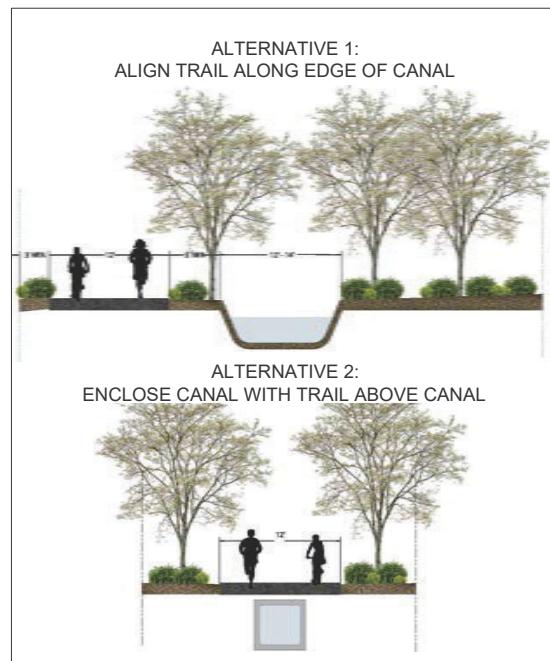
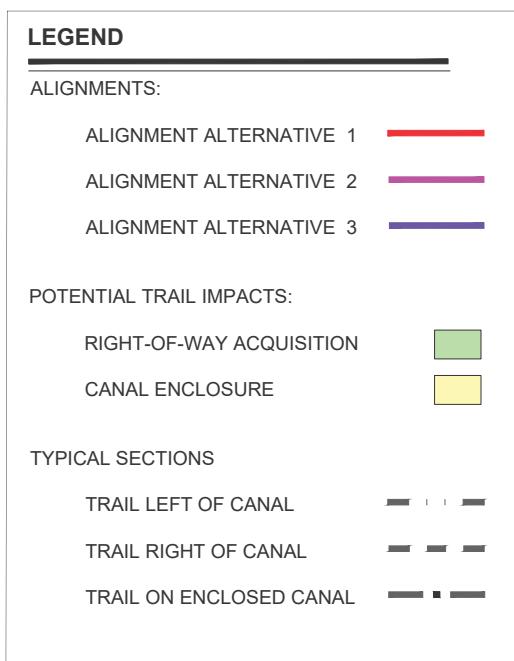


Figure 26: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 1.

AREA OF INTEREST #2

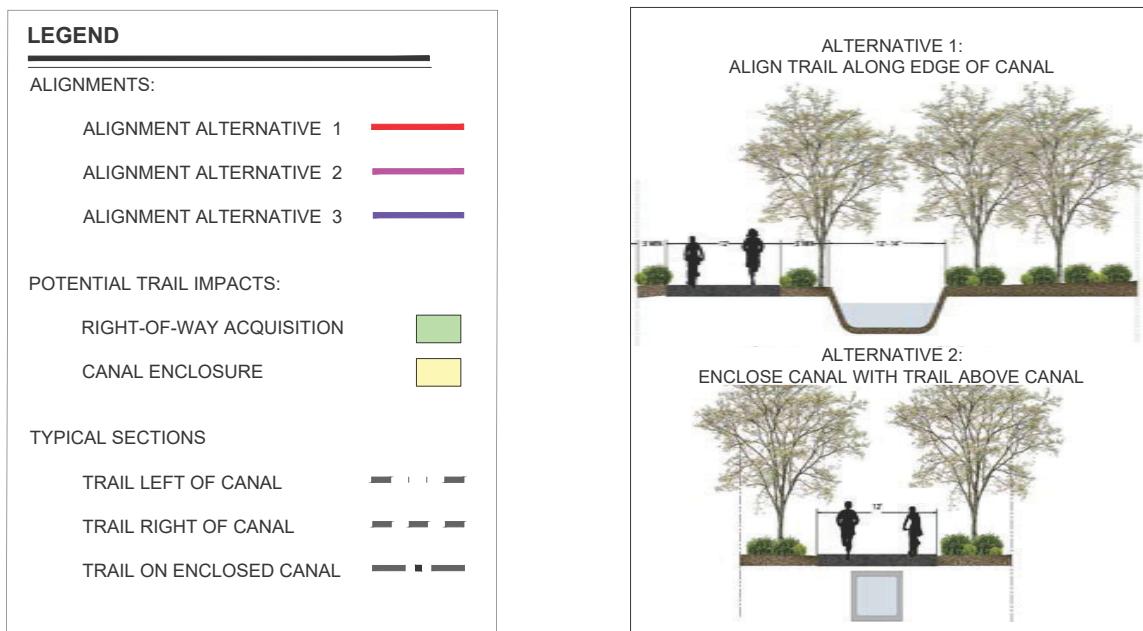


Figure 27: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 2.

AREA OF INTEREST #3

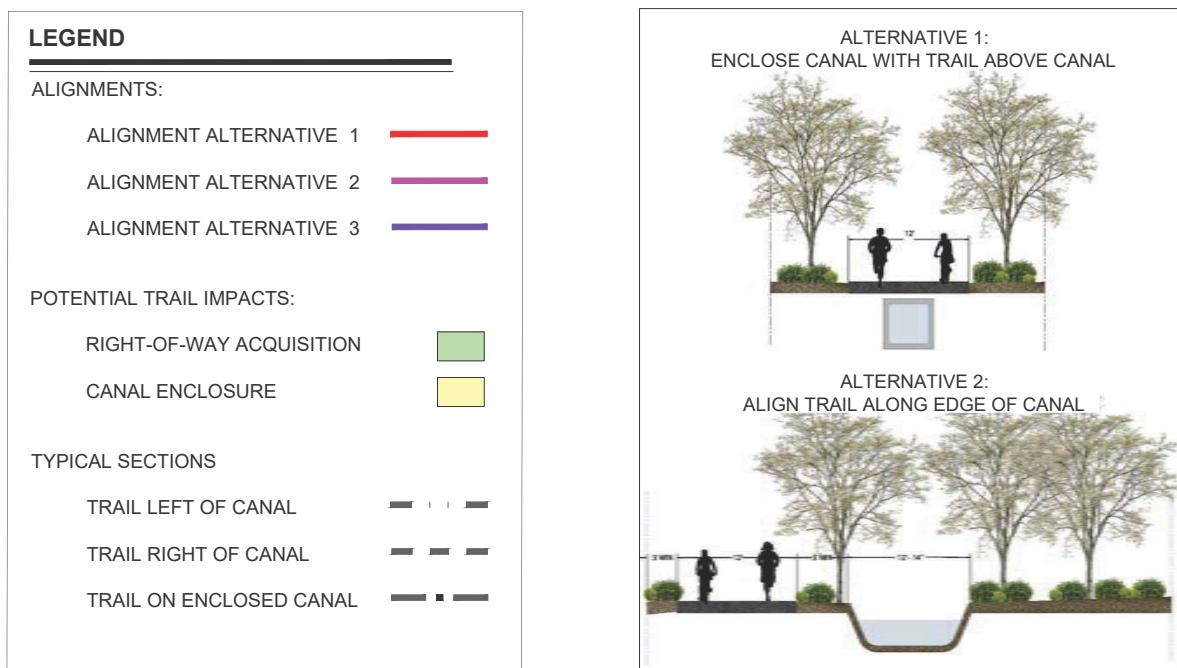


Figure 28: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 3.

AREA OF INTEREST #4

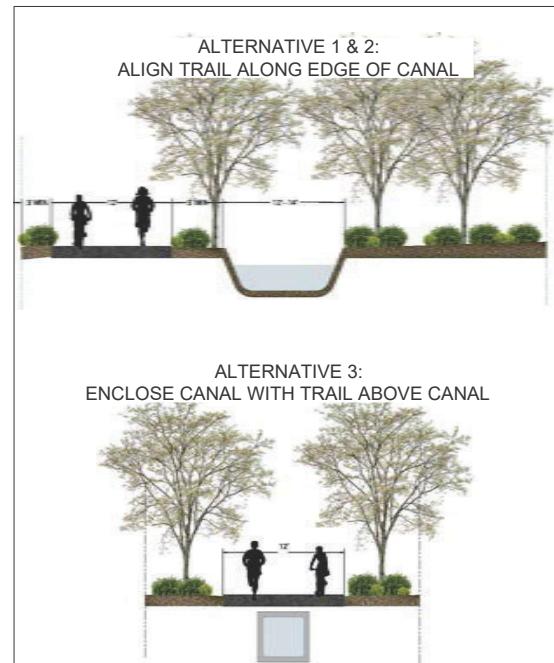
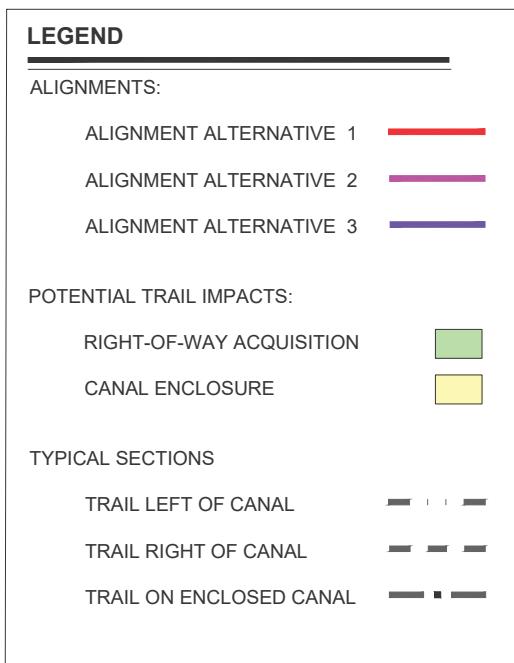


Figure 29: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 4.

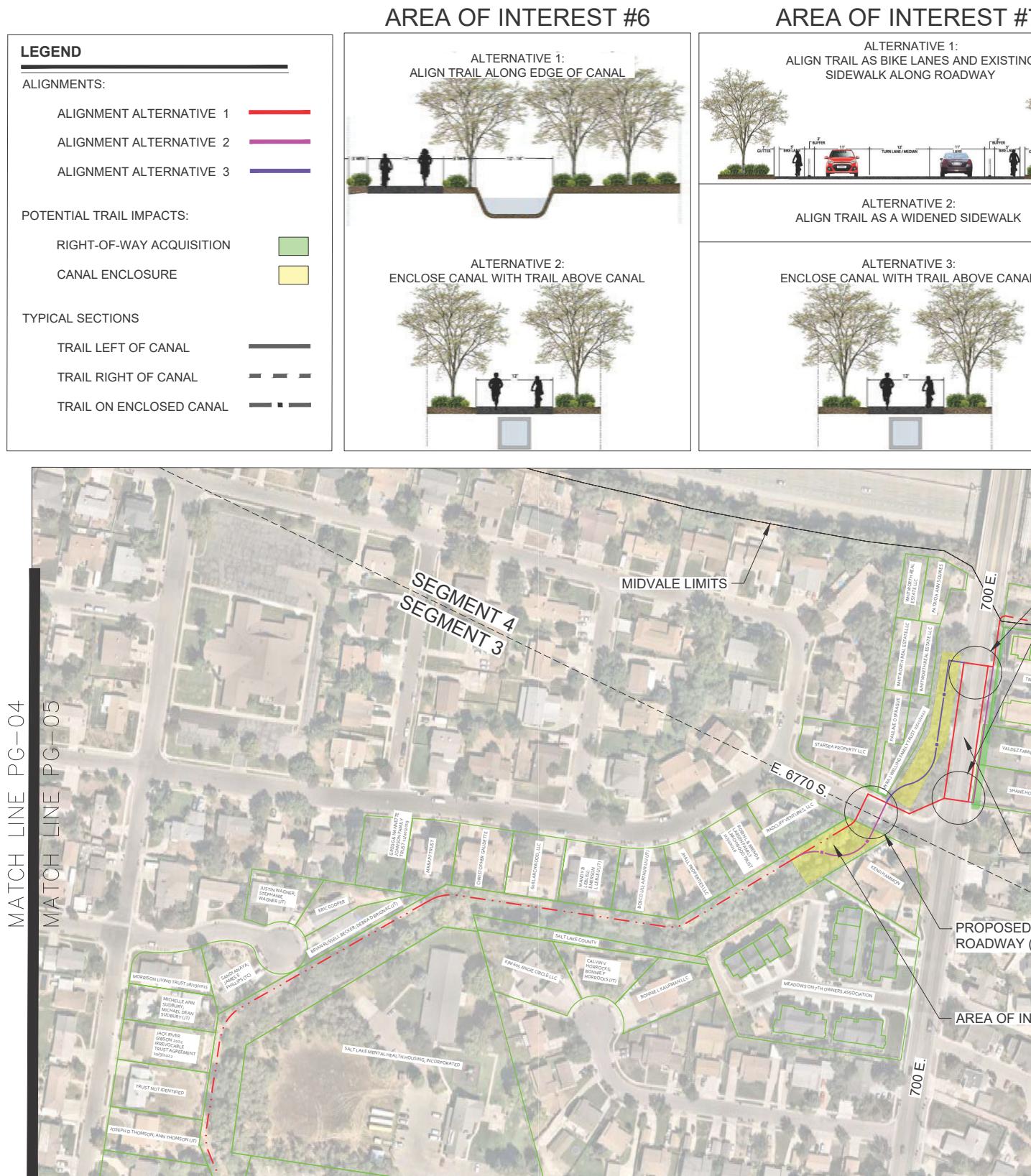


Figure 30: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 5.

6.0 Proposed Typical Sections

When exploring the feasibility and cost of various portions of the trail, it was necessary to conceptualize typical cross sections of the various trail segments. These typical cross sections aided in determining separation, materials, quantities, and spatial relations. Each cross section outlines the key features of the layout of the trail as it shifts along the proposed alignment.

East Jordan Canal Trail Typical Sections

Trail on Left or Right Side of Canal

The proposed trail has a 12' width with the exception of a 10' width minimum and pedestrian railing on the canal side when Right-of-Way constraints and steep canal drop offs are present.

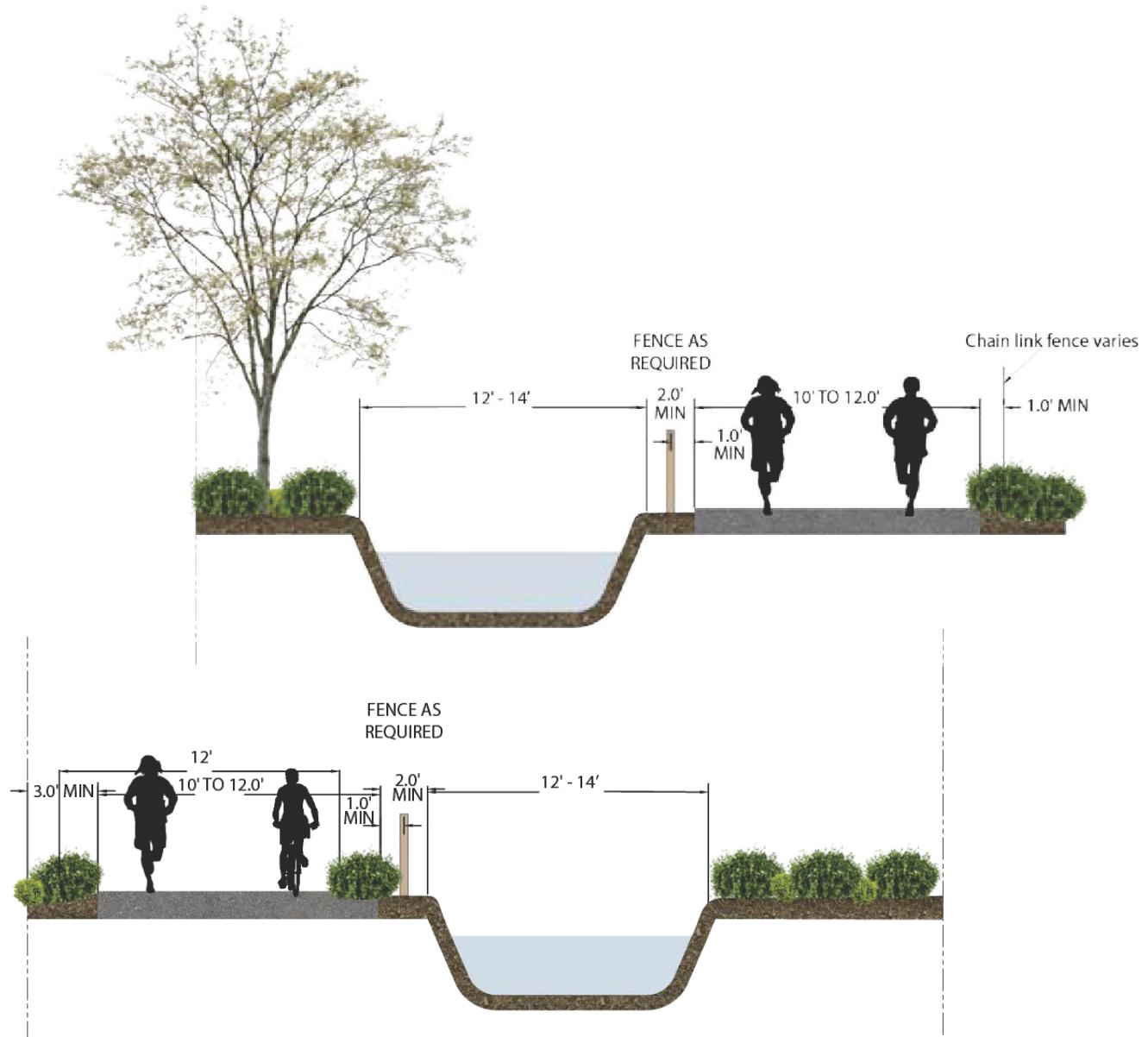


Figure 31: East Jordan Canal Trail typical sections of trail on left or right side of canal.

Trail over Canal Enclosure

The trail has a 12' width minimum with the canal enclosed in a culvert in areas where a canal enclosure may be required due to Right-of-Way constraints or maintaining a perpendicular crossing at the approaches of roadways.

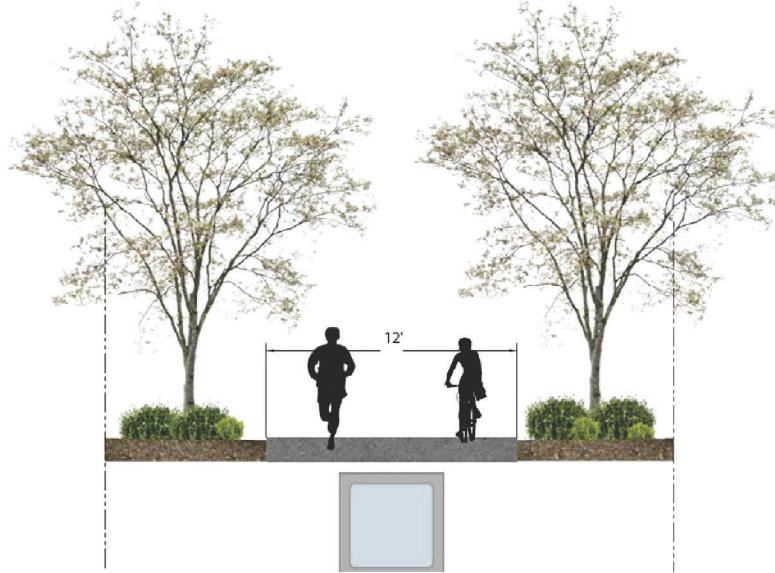


Figure 32: East Jordan Canal Trail typical sections of trail over canal enclosure.

Trail at Hillcrest High School Entrance

At the Hillcrest High school entrance, the proposed trail will split onto two 12' trails on either side of the road to prepare bicyclists and pedestrians to continue onto or from South Union Ave in their appropriate directions, reducing pedestrian and bicyclist crossings that may take place at the South Union Ave and 900 E intersection and instead encouraging them to take place at the mid-block crossings further west along the school entrance. This strategy will increase safety both at the intersection and along the school entrance road, as well as limit interactions between trail users and high school students. As there is currently no sidewalk on the north side of the school entrance, the existing retaining wall would need to be replaced to accommodate the trail connection to South Union Ave.

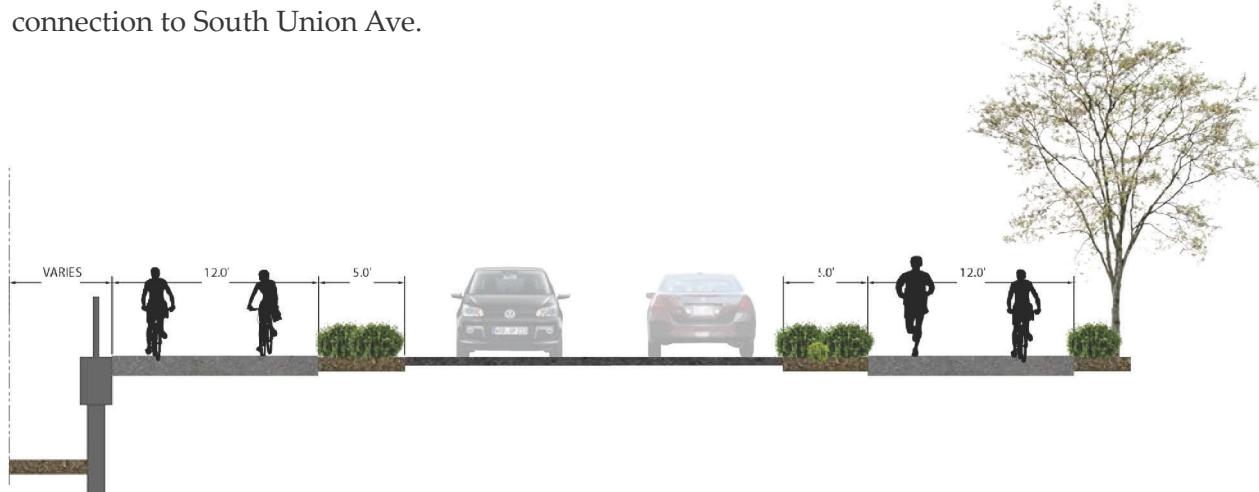


Figure 33: East Jordan Canal Trail typical sections of trail at Hillcrest High School entrance.

South Union Ave Protected Bike Lanes: 900 E to Creekview Apartments

The proposed bike lanes on South Union Ave are part of project #279 and #27 in the Mid-Valley ATP. The active transportation facility in this stretch uses existing sidewalk and proposes 1' for existing gutter pans, 5' bike lanes, 3' buffers with low barrier walls, and two 12' travel lanes within the existing roadway width.

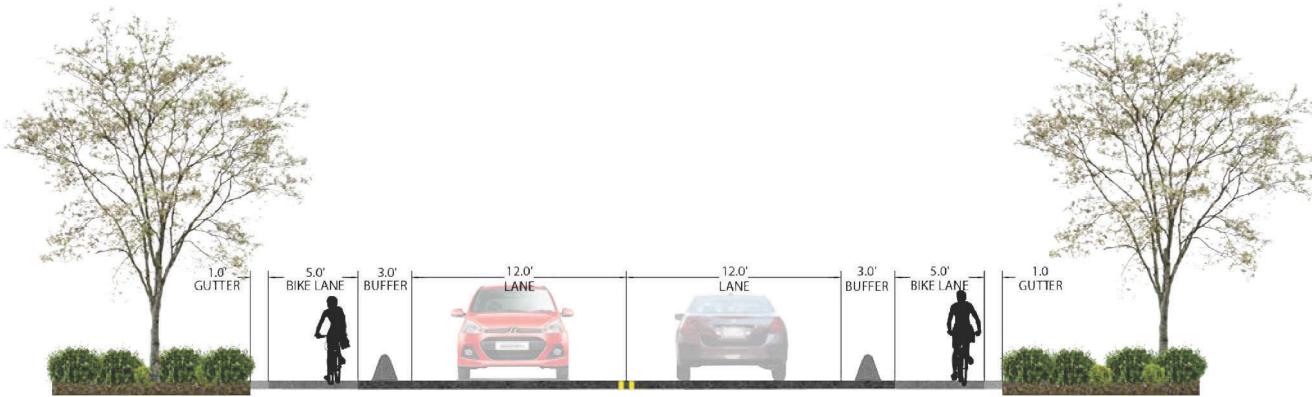


Figure 34: East Jordan Canal Trail typical sections of protected bike lanes on South Union Ave from 900 E to Creekview Apartments.

South Union Ave Protected Bike Lanes: Creekview Apartments to 1020 E

The active transportation facility in this stretch uses existing sidewalk and proposes 1' for existing gutter pans, 5' bike lanes, 1.5' buffers, two 11' travel lanes, and an 11' turning lane/median within the existing roadway width.

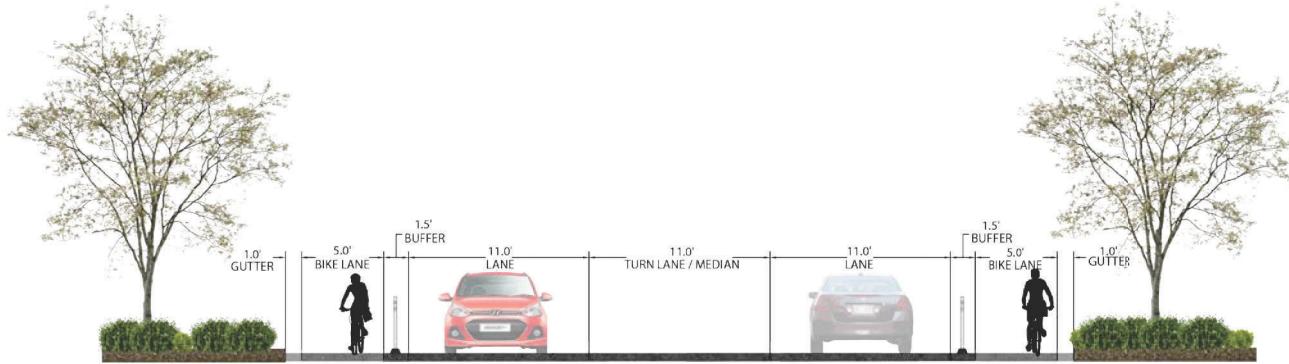


Figure 35: East Jordan Canal Trail typical sections of protected bike lanes on South Union Ave from Creekview Apartments to 1020 E.

South Union Ave Protected Bike Lanes: 1020 E to Union Park Ave

The active transportation facility in this stretch uses existing sidewalk and proposes 1' for existing gutter pans, 5' bike lanes, 3' buffers with low barrier walls, two 11' travel lanes, and an 11' to 12' turning lane/median within the existing roadway width.

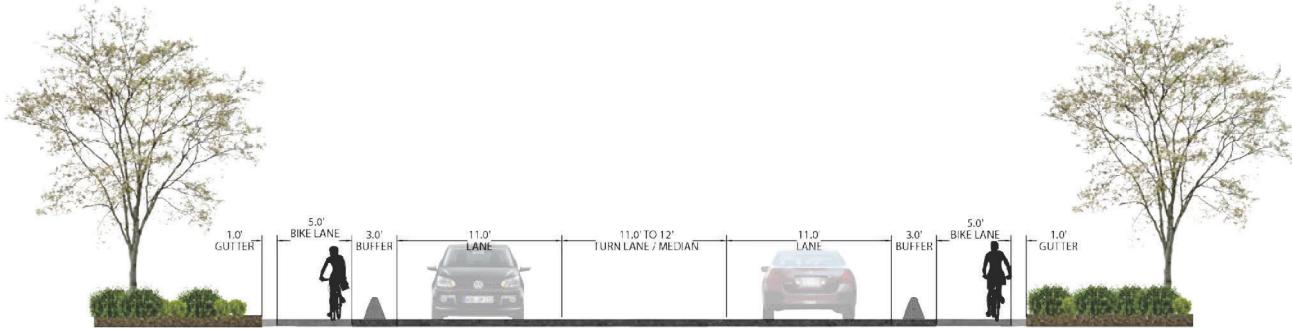


Figure 36: East Jordan Canal Trail typical sections of protected bike lanes on South Union Ave from 1020 E to Union Park Ave.

Creek Rd Protected Bike Lanes: Union Park Ave to Aspire Surgical

The proposed bike lanes on Creek Rd are part of project #27 in the Mid-Valley ATP. The active transportation facility in this stretch uses existing sidewalk and proposes 1' for existing gutter pans, 6' bike lanes, 3' buffers with low barrier walls, two 12' travel lanes, and a 12' turning lane/median within the existing roadway width.

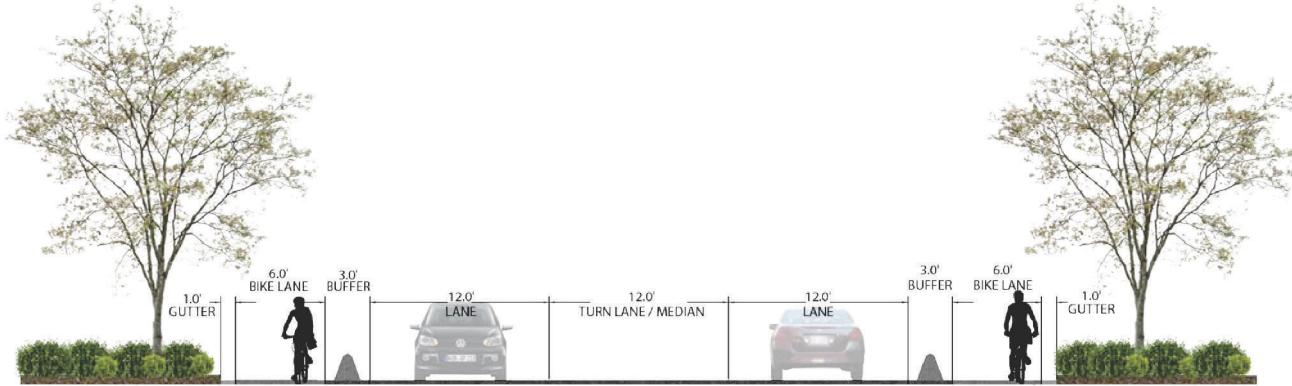


Figure 37: East Jordan Canal Trail typical sections of bike lanes on Creek Rd from Union Park Ave to Aspire Surgical.

Creek Rd Protected Bike Lanes: Aspire Surgical to Siesta Dr

The active transportation facility in this stretch uses existing sidewalk and proposes 1' for existing gutter pans, 5' bike lanes, 3' buffers with low barrier walls, and two 12' travel lanes within the existing roadway width.

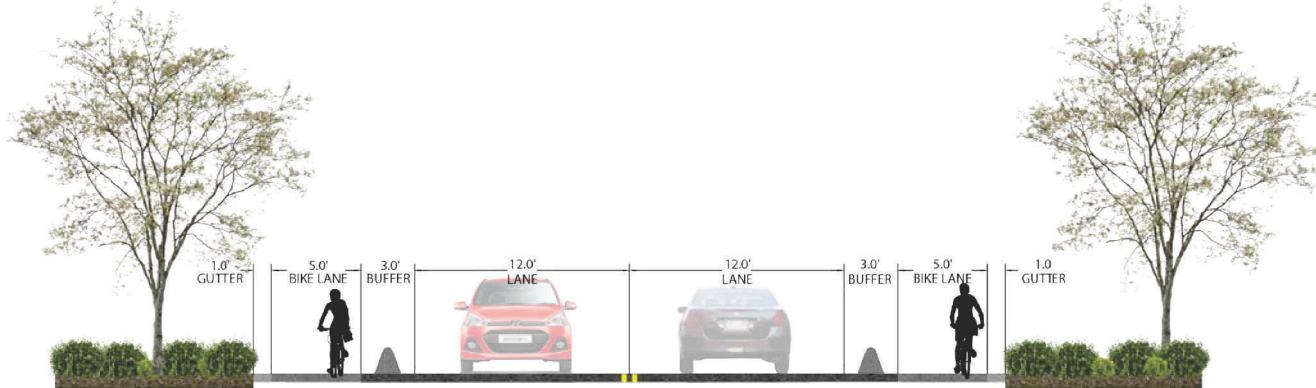


Figure 38: East Jordan Canal Trail typical sections of protected bike lanes on Creek Rd from Aspire Surgical to Siesta Dr.

Jordan and Salt Lake City Canal Trail Typical Sections

Trail on Left or Right Side of Canal

The proposed trail has a 12' width with the exception of a 10' width minimum and pedestrian railing on the canal side when Right-of-Way constraints and steep canal drop offs are present.

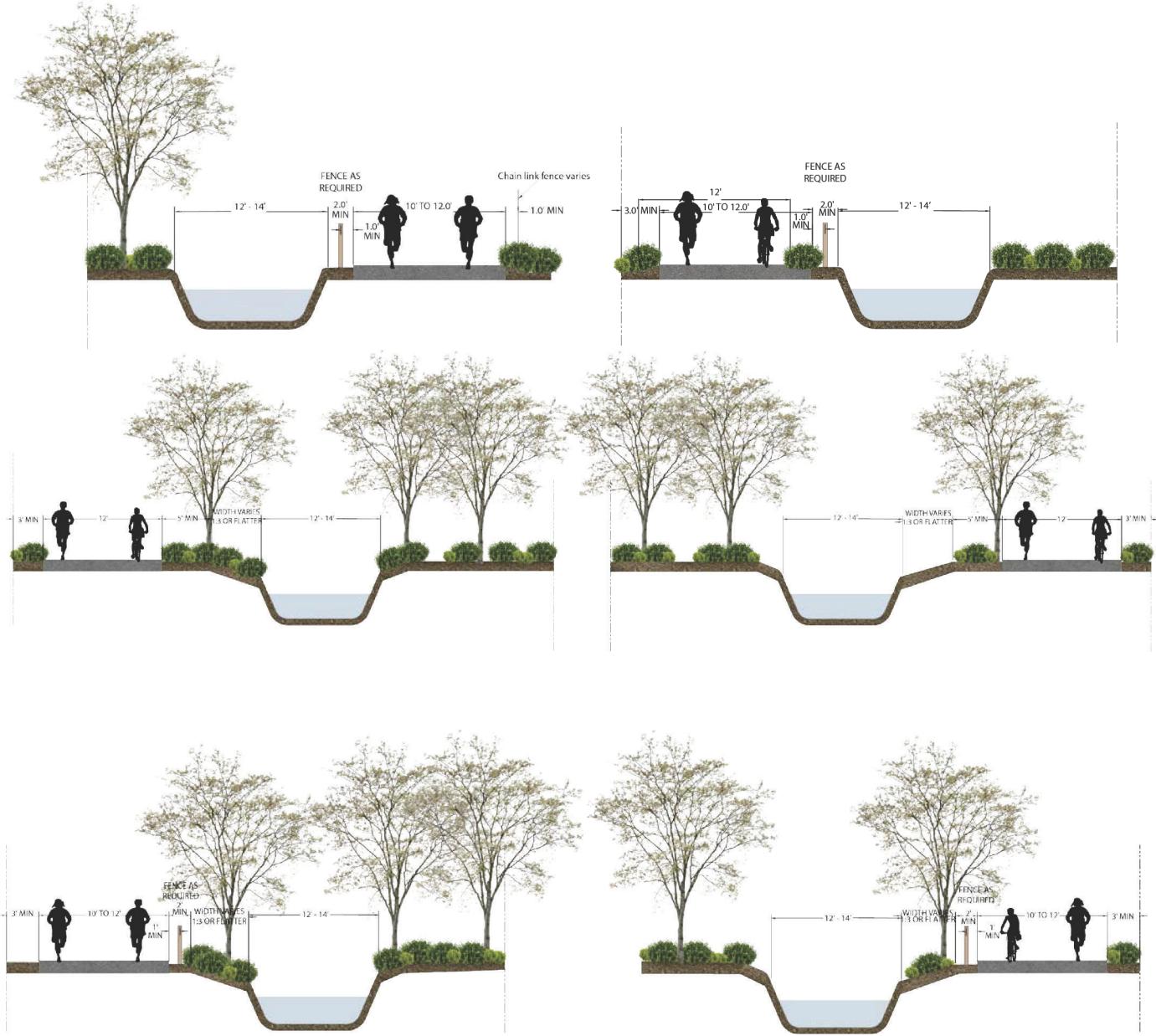


Figure 39: Jordan and Salt Lake City Canal Trail typical sections of trail on left or right side of canal.

Trail over Canal Enclosure

The trail has a 12' width minimum with the canal enclosed in a culvert in areas where a canal enclosure may be required due to Right-of-Way constraints or maintaining a perpendicular crossing at the approaches of roadways.

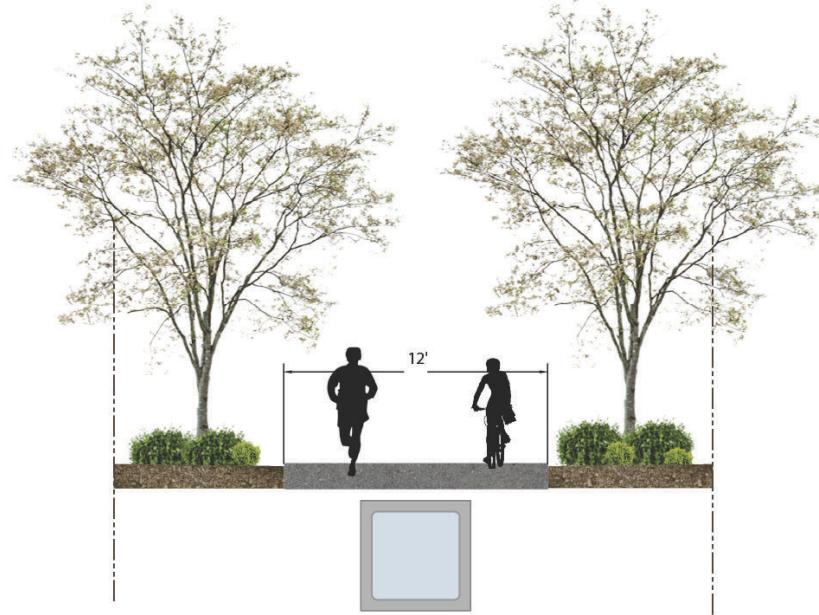


Figure 40: Jordan and Salt Lake City Canal Trail typical sections of trail over canal enclosure.

700 E Protected Bike Lanes

This typical section is an alternative option for connecting the canal trail from Timbercraft Ln to 6770 S that includes the existing sidewalk and proposes 1' for existing gutter pans, 5' bike lanes, 2' buffers with low barrier walls, two 11' travel lanes, and a 12' turning lane/median within the existing roadway width. 700 E is planned for future bike lanes as a part of project #16 in the Mid-Valley ATP.

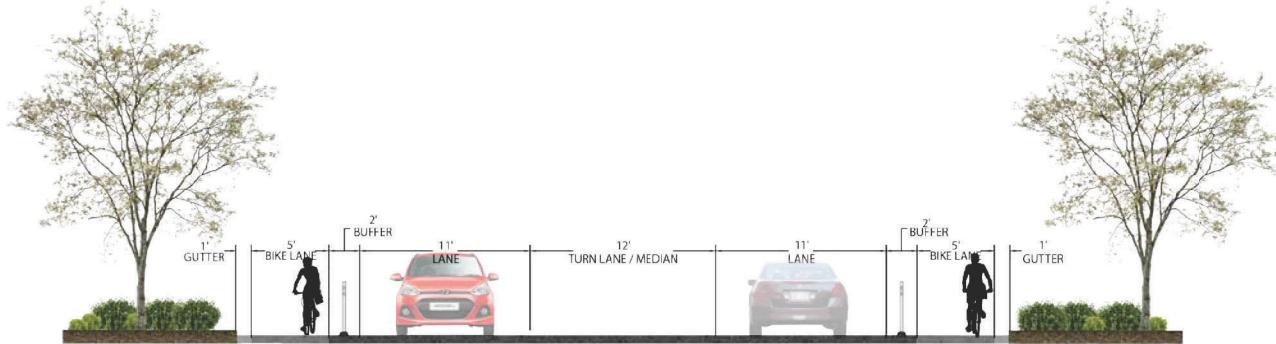


Figure 41: Jordan and Salt Lake City Canal Trail typical sections of bike lanes along 700 E.

900 E Bridge Protected Bike Lanes

This typical section provides a trail connection across I-215 Belt Route by utilizing the existing sidewalks of the 900 E Bridge and proposes 1' for existing gutter pans (at the northern and southern approaches), 7' bike lanes, 3' buffers with low barrier walls, four 12' travel lanes, and a 15' turning lane within the existing roadway width. 900 E is planned for future bike lanes as a part of project #2 in the Mid-Valley ATP.

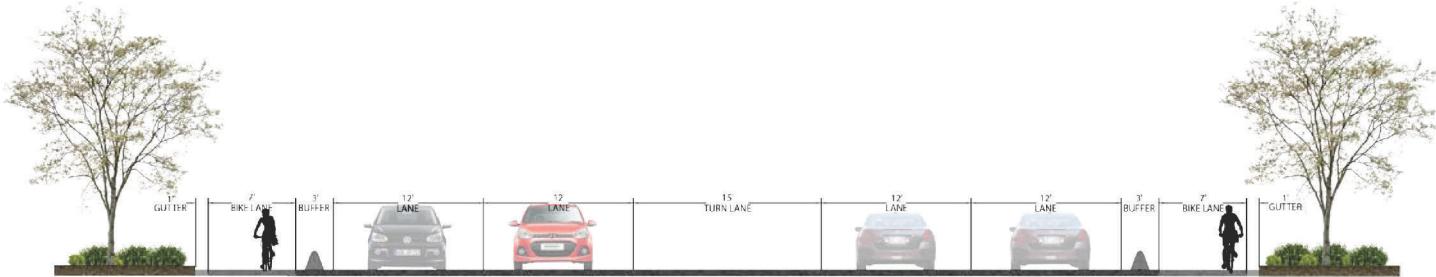


Figure 42: Jordan and Salt Lake City Canal Trail typical sections of protected bike lanes along 900 E.

7.0 Proposed Roadway Crossings

There are multiple locations along the Midvale Canal where enhanced crossing infrastructure is recommended due to the risk for trail users to encounter conflicts with vehicles while crossing. The project team studied each of these locations and developed crossing alternatives to determine the best solution from a safety, cost, and feasibility aspect. The features and applicability of each crossing are described in this section as well as existing examples displaying some of the recommended features.

“A” Crossing Types

A-1

This crossing type is most appropriate for crossings of local roads with low speeds and volumes. The features are intended to grab drivers’ attention, including the use of in-street pedestrian crossing signs, high-visibility crosswalks, and crossing warning signs. A raised crosswalk can reduce vehicle speeds and allows pedestrians to cross at grade with the sidewalk, which also makes them more prominent in a driver’s field of vision.

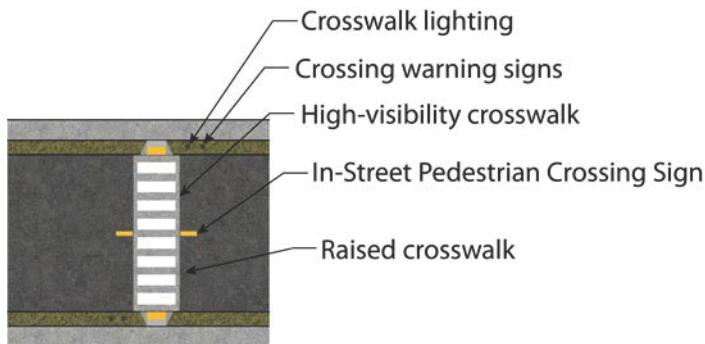


Figure 43: Proposed crossing type A-1.



Figure 44: Denver, Colorado example of features in crossing type A-1.

“B” Crossing Types

The following crossing types are most appropriate for crossings of collector streets which have higher speeds and volumes than local roads and require more protection for trail users. These crossings build on the high visibility crosswalks and crossing warning signs of the “A” crossing type and employ Rectangular Rapid-Flashing Beacons (RRFBs) for further protection. The RRFB flashes with high frequency when activated to attract driver attention to the presence of a pedestrian. These crossings can be activated via a button at pedestrian or bicyclist height. In addition, types B-2 and B-3, which are intended for crossing of streets with multiple lanes, include pedestrian refuge islands or bulbouts to shorten pedestrian crossing distances and reduce vehicle speeds.



Figure 45: Example of a crossing with a RRFB in Denver, Colorado.

B-1

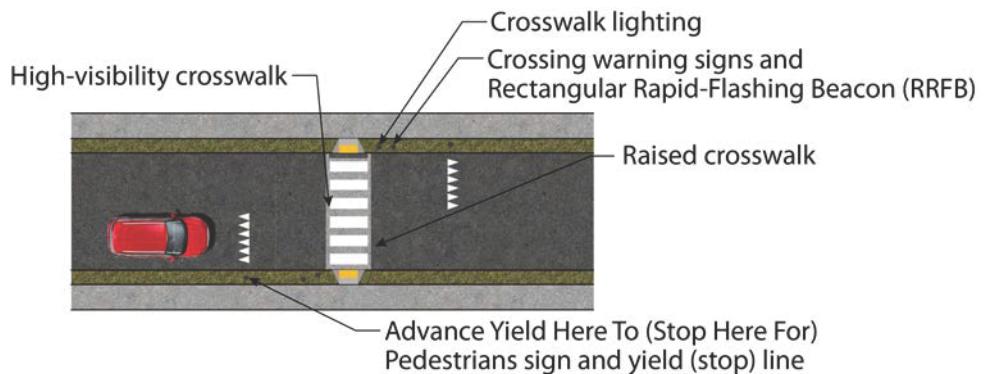


Figure 46: Proposed crossing type B-1.



Figure 47: Denver, Colorado example of features in crossing type B-1.

B-2

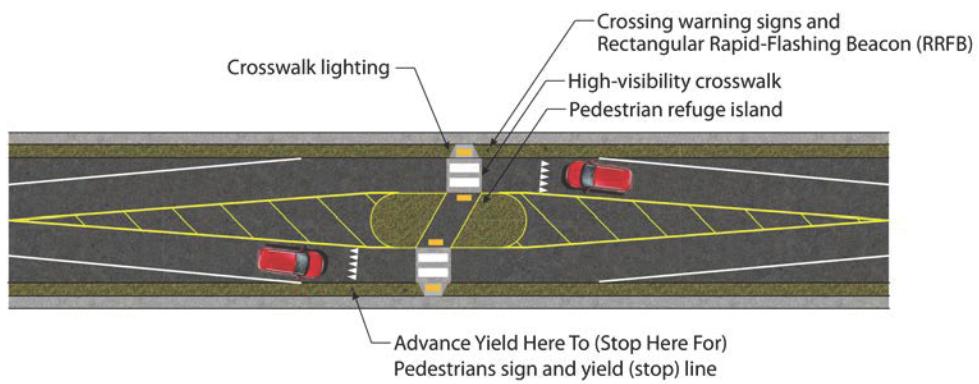


Figure 48: Proposed crossing type B-2.



Figure 49: Denver, Colorado example of features in crossing type B-2.

B-3

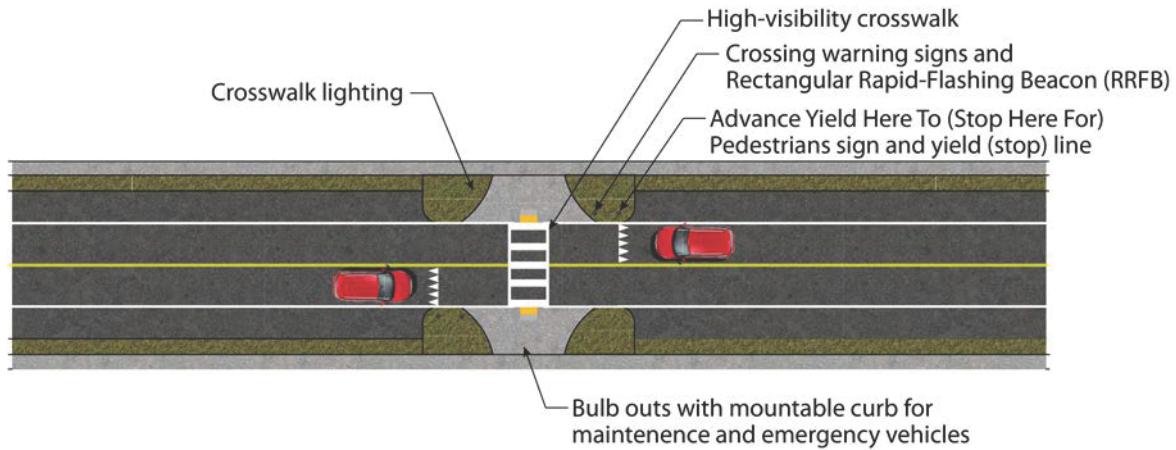


Figure 50: Proposed crossing type B-3.



Figure 51: Denver, Colorado example of features in crossing type B-3.

“C” Crossing Types

The “C” crossing types are most appropriate for collector roads with high speeds or volumes as well as arterial street crossings. In order to provide a safe crossing for pedestrians in these environments, these crossings include pedestrian refuge islands and Pedestrian Hybrid Beacons (PHBs). The PHB is activated by the trail user and provides a red signal indication to the motorist, requiring a complete stop and removing any judgement from drivers. Additionally, the PHB allows motorists to proceed once the pedestrian has finished crossing their side of the road, reducing vehicle delay.

C-1

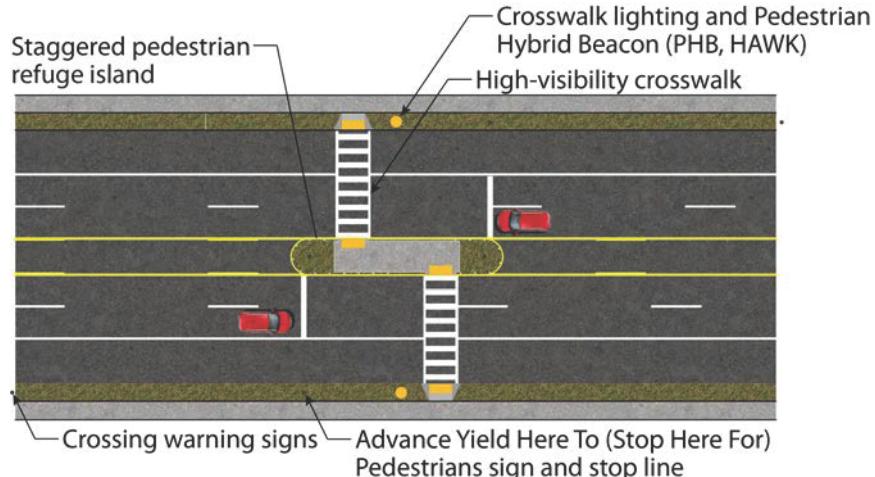


Figure 52: Proposed crossing type C-1.



Figure 53: Denver, Colorado example of features in crossing type C-1.

C-2

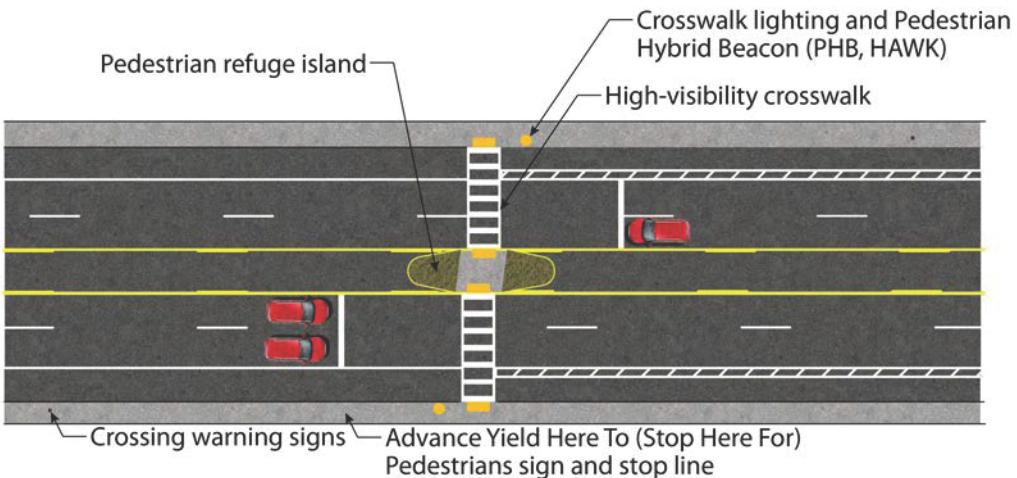


Figure 54: Proposed crossing type C-1.



Figure 55: Downtown Salt Lake City example of features in crossing type C-2.

“D” Crossing Types

D-1

This crossing type is applicable for trail crossings of railroad tracks. In cases where there are active tracks, it is necessary to provide signage warning trail users, safety messages, and a surface which allows bicycle and pedestrian movement. In this crossing type, automated pedestrian gates are also implemented to further increase trail user safety while minimizing discomfort from other strategies used to improve railroad crossing safety and encourage users to slow down and observe both directions (such as chicane gates).

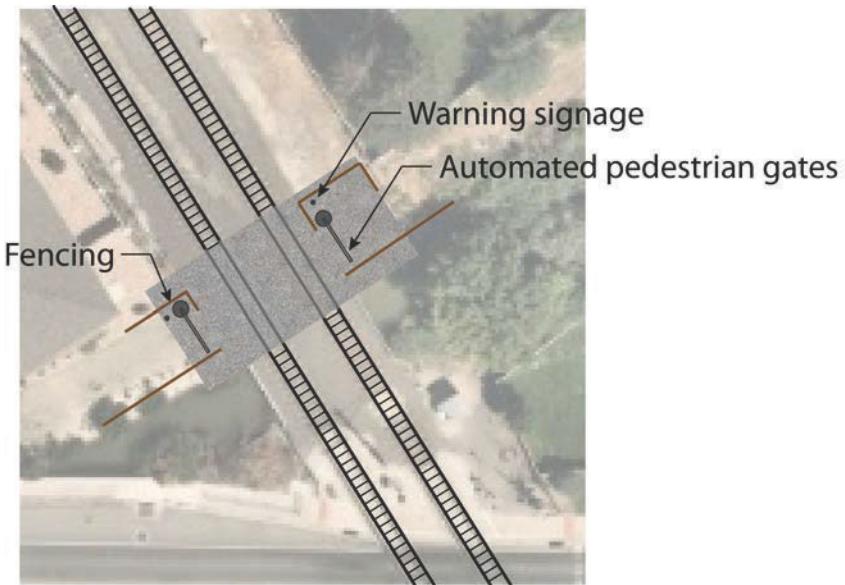


Figure 56: Proposed crossing type D-1.



Figure 57: Denver, Colorado example of features in crossing type D-1.

8.0 Maintenance & Safety Considerations

Maintenance

As with any transportation facility, maintenance considerations should be discussed prior to project construction. Understanding maintenance responsibility (department), establishing a regular maintenance activities schedule following seasonal events (such as winter storms), and appropriately budgeting necessary maintenance staff are all critical to project success.

A segment of the 45-mile Jordan River Parkway Trail (6600 South to 7800 South) traverses through Midvale. The Jordan River Commission website directs visitors to report any maintenance problems discovered along the trail via the www.myjordanriver.org mobile app (Figure 55 below). Upon completion of the Midvale Canal Trails, updating the webpage to provide similar information regarding maintenance issues and reporting for the proposed trails would be beneficial.

Figure 58: Jordan River Commission issue reporting application.

Safety

Vertical Protection for Bikeway Segments

For the segments of the trail where on-street bike lanes are proposed, installing low barrier walls (LBW) is one recommended design alternative.

LBWs are a good option to provide protection for cyclists on low-speed roadway through the use of a physical barrier between the bike lane and the vehicular travel lane. For the walls to be effective breaks and intersections need to be designed to slow vehicles and provide effective visibility for cyclist in the bike lane.



Figure 59: Low Barrier Wall project example in Boulder, CO, street view.

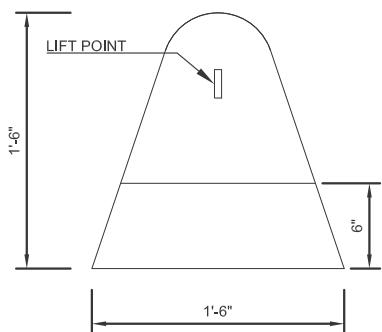


Figure 60: Low Barrier Wall project example in Boulder, CO, end view detail.

Protected Intersections

Protected intersections are proposed along the East Jordan Canal Trail where the path shifts to bike lanes. The design of protected intersections keeps bicycles separated physically from motor vehicles until the intersection. The design also reduces the likelihood of high speed vehicle turns and reduces the distance and time during which bicyclists are exposed, which provides more comfortable and safer crossings.

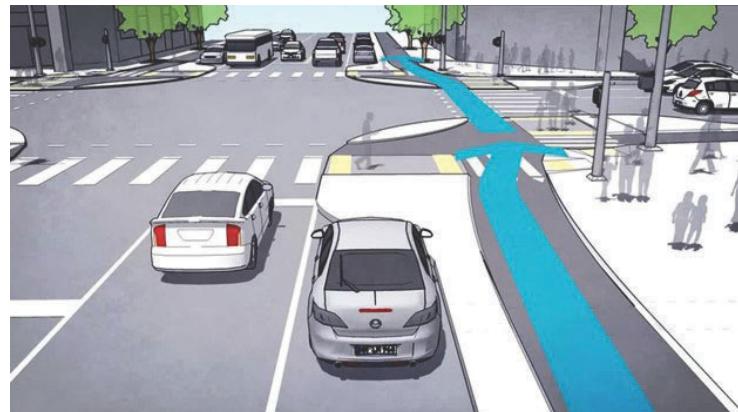


Figure 61: Graphic of a protected intersection.



Figure 62: Example of a protected intersection at 200 W and 300 S in Salt Lake City, Utah.

In addition to intersection design, the bike facility requires additional width to provide a buffer from the edge of the bike lane and the travel lane. Typically it is recommended to have a 3-foot buffer to place the LBWs.

9.0 Stakeholder & Community Engagement

Stakeholder Involvement

Several meetings with the project team and stakeholders were held during 2022 and 2023. These meetings discussed the feasibility of constructing the Midvale Canal Trails. Members of the project team included those from Consor Engineers as well as Midvale City.

November 15, 2022 Kick Off Meeting

At the kickoff meeting, the project team agreed that the goal of the project was to produce a report that identified the feasibility of implementing a trail along the Jordan and Salt Lake Canal. Several factors were discussed. Primary concerns include safety issues such as the presence of water, the potential for drowning, blind corners, and property encroachment. In discussion there was a focus on balancing screening and privacy for residences along the canal, as well as addressing fears of crime in densely vegetated areas. The canal trail is currently used as an amenity for a small portion of the population, but residential property encroachment could pose challenges. The meeting also presented typical cross-sections for trail sizes, discussing the pros and cons for each, and emphasized the importance of easy access for canal maintenance.

Community Engagement

Neighborhood-focused community engagement was flagged as a high-priority early on, given the proximity of the canals to existing residential and commercial property fences and backyards.

Community Open House – May 11, 2023

The project team distributed more than 900 postcards to residences adjacent to both proposed canal trails to promote the open house. According to the sign-in log, 61 people attended the open house. However, the project team estimates that total attendance was closer to 90 due to singular sign-ins by groups of attendees. Of those who submitted comment logs at the open house, 9 expressed support for the project, 6 expressed support for the project with concerns and 21 opposed the project. Many of the comments in opposition to the trails were submitted by those living adjacent or very close to the proposed alignment.

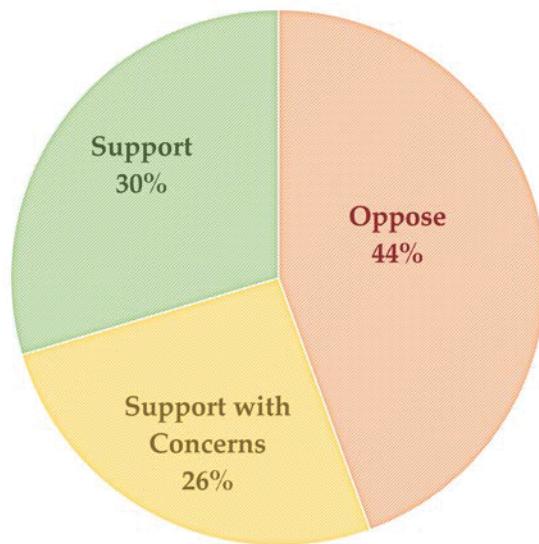


Figure 63: Public engagement at the Open House on May 11, 2023.

Online Comment Form – May 11 – June 1

In addition to gathering feedback from in-person Open House attendees, the project team posted all meeting boards to the [Project Webpage](#), as well as a comment form. Comments regarding the proposed trails were accepted until June 1st, 2023. Figure 64 below provides a summary of the level of support and themes of concern indicated by the public, and Figure 65 displays the location and level of support of those comments which included addresses.

OVERALL PROJECT SENTIMENT



COMMENT THEMES

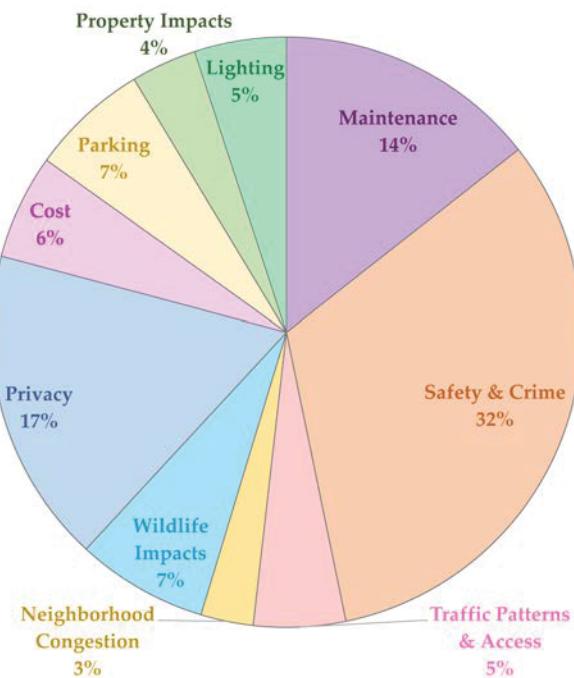


Figure 64: Summary of public sentiment.

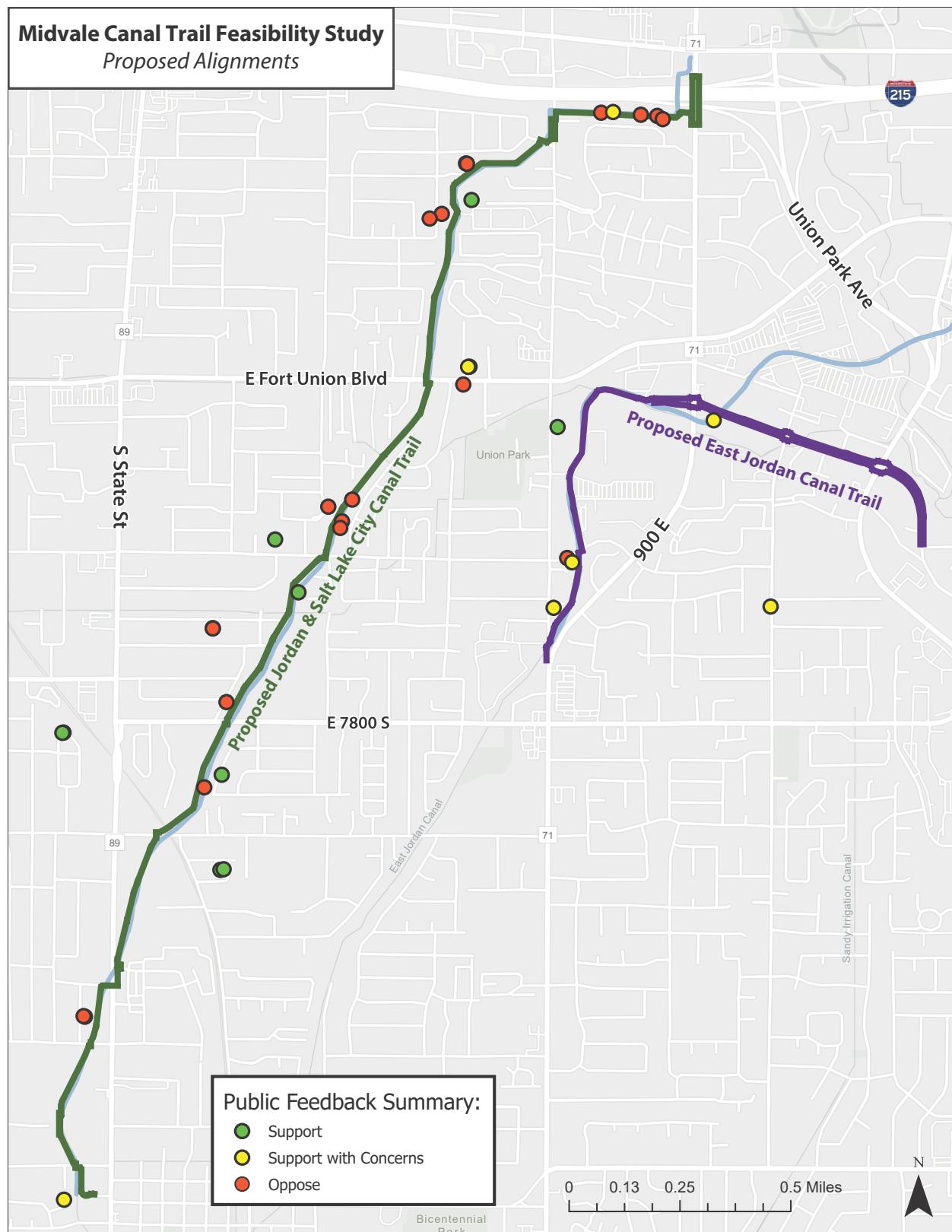


Figure 65: Locations of comments which included addresses.

10.0 Cost Estimate of Proposed Trails

MIDVALE TRAIL CONCEPTUAL OPINION OF PROBABLE COST

East Jordan Canal Trail

5/30/2023

SEGMENT	%	SEGMENT #1	SEGMENT #2	SEGMENT #3	TOTAL (SEGMENT)
Base rail		23 5	397 5	1 101 58	1 101 58
Required Enclosures		8 302	0 078		
Preferred Enclosures		71 8			
Trail Crossings		35 000	350 000		
Property Acquisition		173 850	1 3 3 5 5	78 15	1 3 3 5 5
SUBTOTAL		\$ 601,560	\$ 2,131,299	\$ 1,180,273	\$ 4,912,832
SCOPE CONTINGENCY	20.0	120 312	2 2 0	23 055	
TRAIL HARD COST		\$ 721,872	\$ 2,557,559	\$ 1,416,328	\$ 6,505,760
CONSTRUCTION					
General Conditions	5.5	39 703	1 0	77 898	
Monitoring	8.0	57 750	20 05	113 30	
Material Testing	1.0	7 219	25 57	1 1 3	
Erosion Control	3.0	21 5	7 727	2 90	
Soil Control	.0	28 875	102 302	5 53	
Construction Survey	2.0	1 37	51 151	28 327	
SUBTOTAL CONSTRUCTION	23.5%	\$ 169,640	\$ 601,026	\$ 332,837	\$ 1,003,503
TOTAL CONSTRUCTION COST		\$ 891,512	\$ 3,158,585	\$ 1,749,165	\$ 7,701,253
DESIGN & PLANNING					
Planning	1.5	13 373	7 379	2 237	
Design	9.5	8 9	300 0	1 171	
Engineering Services	1.0	8 915	31 58	17 92	
SUBTOTAL DESIGN AND PLANNING	12.0%	\$ 106,981	\$ 379,030	\$ 209,900	\$ 705,911
Owner Contingency (UDOT)	10.0%	\$ 99,849	\$ 353,762	\$ 195,906	\$ 705,911
PROJECT TOTAL		\$ 1,098,343	\$ 3,891,377	\$ 2,154,971	\$ 7,701,253
Base Trail		\$ 431,887.71	\$ 726,050	\$ 2,011,434	\$ 2,011,434
Required Enclosures		\$ 153,921	\$ 73,175	\$ -	\$ -
Preferred Enclosures		\$ 131,211	\$ -	\$ -	\$ -
Trail Crossings		\$ 63,904	\$ 639,038	\$ -	\$ -
Property Acquisition		\$ 317,420	\$ 2,453,113	\$ 143,537	\$ 143,537
Total Length of Trail (LF)		1634	3478	5241	
\$/LF		\$ 672.18	\$ 1,118.85	\$ 411.18	\$ 411.18

Notes:

- Estimated cost is based on feasibility study.
- Estimated costs are based on the difference of alternatives to enclose the canal or keep the trail adjacent to the canal.
- Estimated cost is based on availability or location and is subject to change due to market conditions or specific changes.

MIDVALE TRAIL CONCEPTUAL OPINION OF PROBABLE COST

Jordan & Salt Lake City Canal Trail

5/30/2023

SEGMENT	%	SEGMENT #1	SEGMENT #2	SEGMENT #3	SEGMENT #4
B SE I		28 592	21 3 8	1 3 9 200	
E U I E E C S U E S			83 009		
P E E E E C S U E S		225 957	5 0 3 2	1 098 90	
I C S S I S		70 000	300 000	395 000	
P PE C U S I I		0	271 3 5	0	
SUBTOTAL		\$ 580,549	\$ 1,809,104	\$ 2,862,890	\$ 1,782,335
SCOPE CONTINGENCY	20.0	11 110	3 1 821	572 578	
TRAIL HARD COST		\$ 696,659	\$ 2,170,925	\$ 3,435,468	\$ 2,354,668
CONSTRUCTION					
General Conditions	5.5	38 31	119 01	188 951	
Mo illation	8.0	55 733	173 7	27 837	
Material esting	1.0	9 7	21 709	3 355	
Erosion Control	3.0	20 900	5 128	103 0	
ra ic Control	.0	27 8	8 837	137 19	
Construction S r ey	2.0	13 933	3 18	8 709	
SUBTOTAL CONSTRUCTON	23.5%	\$ 163,715	\$ 510,167	\$ 807,335	\$ 704,335
TOAL CONSTRUCTION COST		\$ 860,374	\$ 2,681,092	\$ 4,242,803	\$ 1,782,335
DESIGN & PLANNING					
Planning	1.5	12 90	0 21	3 2	
esign	9.5	81 735	25 70	03 0	
En iron ental ersig t	1.0	8 0	2 811	2 28	
SUBTOTAL DESIGN AND PLANNING	12.0%	\$ 103,245	\$ 321,731	\$ 509,136	\$ 475,194
Owner Contingency (UDOT)	10.0%	\$ 96,362	\$ 300,282	\$ 475,194	\$ 475,194
PROJECT TOTAL		\$ 1,059,980.30	\$ 3,303,105.50	\$ 5,227,133.27	\$ 1,782,335
BASE TRAIL		\$ 519,615	\$ 391,398	\$ 2,499,918	\$ 1,782,335
RE UIRED ENCLOSURES		\$ -	\$ 881,889	\$ -	\$ -
PREFERRED ENCLOSURES		\$ 412,558	\$ 986,606	\$ 2,006,015	\$ 1,782,335
TRAIL CROSSINGS		\$ 127,808	\$ 547,747	\$ 721,200	\$ 1,782,335
PROPERTY AC UISTION		\$ -	\$ 495,465	\$ -	\$ -
Total Length of Trail (LF)		2021	2757	9740	
\$/LF		\$ 524.48	\$ 1,198.08	\$ 536.67	

Notes:

1. Esti ate is ased on easi ility st dy.
2. Esti ates are ased on t e di erence o alternati es to enclose t e canal or kee t e trail ad acent to t e canal.
3. Esti ate is ased on est a aila le in or ation and is s ect to c ange d e to arket conditons or sco e c anges.

11.0 Conclusion & Recommendations

Following the review of existing conditions, analysis of physical characteristics of the project sites, and interaction with stakeholders and affected residents, the project team has determined that the Jordan and Salt Lake City Canal Trail and the East Jordan Canal Trail are feasible projects as outlined in this document. Though minor alignment and topographical challenges exist along the corridor and resident concerns require further addressing, these two proposed canal-side trails ultimately offer significant recreational and economic benefits and provide much-needed multimodal connections and routes to schools throughout the Midvale area. Furthermore, the two proposed trails have been previously identified in planning documents such as the Midvale City Active Transportation Plan, and their development contributes to both local and state goals for active transportation and connectivity.

The project team has determined that the existing obstacles to trail construction can be overcome with a variety of strategies laid out in the proposed alignments. There are segments of the canals which do not include enough existing Right-of-Way to provide a adequate width trail along the canal. The project team believes that this challenge can be addressed by enclosing the canal in these issue areas, which provides an added benefit of increased trail safety. Additionally, enclosure of the canal allows for perpendicular crossings of the roadways along the alignments which to provides for safer crossings at these points.

Public input regarding these proposed trails was collected at a public Open House and via an online comment form. Reactions to the proposed trails were mixed, particularly among property owners directly adjacent to the canals. The largest areas of concern among the community related to trail maintenance, safety, and privacy. The project team believes these concerns can be mitigated via ongoing education regarding the benefits of multi-use paths, including their positive impacts on property values and in reducing crime. The project team also recommends close coordination with adjacent property owners as design and implementation of these trails continues, which can include investigating design mitigations to address concerns of individual stakeholders. Involving the impacted residents in the planning and design phases will allow for the trails to ultimately reflect community values and desires, and can bolster a sense of ownership among the community which has a direct impact on the success of such a project.

The creation of the Jordan and Salt Lake City Canal Trail and the East Jordan Canal Trail would provide local and regional connectivity that would allow Midvale residents and visitors to commute to work, travel safely to school, recreate, and access key destinations. The total cost of the two trails (including protected bike lanes on designated on-street portions) is estimated to be roughly \$18.5M (depending on extent of canal enclosure), with significant benefits to the community. The project team recommends that implementation of the two trail projects move forward into the next phases, including identification of funding sources, development of design concepts, and continued engagement with the community as alternatives are explored.

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Feasibility Study Appendix A

Public Feedback

Comment #	DATE	TASK
1	5/12/2023	<p>From Hammondguy:</p> <p>Three concerns. First, do you know the Salt Lake City controls the canal. They're responsible for the maintenance and the Jordan and Salt Lake. Canal comp has been brought up before, but I'm going to mention it again relating to 700 E. It is now a speedway that has been uncontrolled for sometime. The main there will be not just grown adults. Crossing 700 E. by the bridge but I am assuming younger people to and children. On the Jordan river walkway there is o are on Minor Street. Fort Union is also a great concern. So there are traffic lights that people are used to seeing on 7200 S. The final concern is the termina know you're crossing into Murray property at that point in time. In fact, there's a sliver of Murray on seventh E. Right at the south end of the overpass. I'm following the road on the north side of the canal. It would seem a cleaner exit would be across the bridge on the west side of 700 E. to Winchester and the could've been to your meeting but the timing was not good.</p>
2	5/12/2023	<p>From Jerry Simpson:</p> <p>I should have spent more time studying the pathway cross sections than I did. I have a couple of concerns about the section along South Union Avenue. On traffic lanes and the trail pathway. As a young boy I was cycling down Big Cottonwood Canyon and crossing a bridge with an elevated curb to my right when behind. I moved as far to the right as I could to allow the vehicle to pass when my foot and pedal struck the curb causing me to swerve left and near the pa trail would have cycle and walking traffic moving both directions and I wonder about the amount of room to accommodate passing. On South Union there East which would need to allow passage of handicapped passengers. There are also utility power poles and guy wires between the existing sidewalk and the crowd walkers when passing even now. Another thing to consider is where the snow will be plowed from the traffic lanes during winter. I like the idea of a traffic and the trail but wonder if it might raise more problems than it would solve. There is another possible route that might be considered to get around stop. The street 7275 South just south of Walmart is wide and carries light traffic. From 1300 East to 1105 East and then on private property west on the no (North Union Ave.) to 1035 East thence south to South Union Ave. is an alternate route to consider if the private property holders would agree.</p>
3	5/10/2023	<p>From alex_barber:</p> <p>I think this trail concept is a wonderful idea. I strongly support pedestrian focused projects just like this. My children, spouse, pets and myself live off of 1000 Mecham and 1000 E and 7625 S and 1000 E and would definitely utilize this resource. We love walking the neighborhood, occasionally walking to Union Park proposed East Jordan Canal trail to our route in the future. These walkable paths would be a great addition to the east side of Midvale. I often see pedestrian love to see more of it. I am sure the study has identified the potential for connections to public transit, but I want to emphasize how important paths like these our community to the UTA resources we have in the area. The East trail would connect Hillcrest to the UTA 213 Route, which is great, but even more impactful connecting all the neighborhoods across the Jordan & SLC canal to the routes on State Street, Fort Union and the Trax connection at Midvale Center. New route for pedestrians and cyclists, potentially reducing some of the traffic on local roads and minimizing pedestrian and vehicle contact when compared to area. Again, I would like to strongly voice my support. I wish I could attend the meeting in person, but I hope to see this project come to fruition and would improve walkability and provide more recreation options in under utilized corridors just like these. Thanks for reading!</p>
4	5/10/2023	<p>From Gail Artrip:</p> <p>I won't be able to attend the open house but this would be an awesome trail! Definitely in favor! Gail Artrip 153 Station Landing Way in Midvale</p>
5	5/11/2023	<p>From Marette Monson:</p> <p>I own a business at 940 east south union Ave. The traffic at the stop light on 9th east and south union Ave is usually backed up past my driveway in the m school starts and ends because students are driving to and from the high school. During those times the only way I can get out of my driveway is to pull into get over when the traffic light turns. Please do not eliminate the left turn lane at this area. I may not be able to get out of my business and this would affect my business during those times. Thank you Marette Monson</p>
6	5/11/2023	<p>From Jonny:</p> <p>I'm excited for this project and look forward to having the trail run behind my home. My main concern is maintenance - I want to be sure that the necessary</p>
7	5/11/2023	<p>From Michael Lynch:</p> <p>We live at the proposed trailhead at 900 East. We oppose the trail section along the I-215 soundwall. We are concerned about the congestion that will affect proposed placement of this trail will directly impact nesting waterfowl. In addition, there exists no flat surface on the south side of the canal. We have concerns about nighttime gang activity. The soundwall will invite graffiti. We also have concerns about privacy + safety (CRIME, Fire, Homeless). Expense - Jordan Riverwalk walking. We use it everyday.</p>

8	5/11/2023	<p>From Julie Morgan:</p> <p>We worked hard for what we have. We enjoy having a quiet home area. We enjoy the birds and squirrels in the trees behind our home. The ducks left when we did. We do not need nor want more accessibility to the canal behind our home. We bought our home due to the privacy. Making the canal more accessible will bring in homeless, drug use, assault, etc. Lighting the area will definitely cause my home to be viewed. People will be able to see in my yard - my privacy gone. Who is the homeowner!? This is a disaster. No parking, no maintenance. I am opposed.</p>
9	5/11/2023	<p>From Dennis Horton:</p> <p>1 - "This is a terrible idea." 2 - Runs thru backyards a - effects privacy for everybody 3 - Crime will go up 4 - Waste of money that could be used to hire police 5 - Transient problem will increase 6 - Take a poll of people effected</p>
10	5/11/2023	<p>From Ben Moffat:</p> <p>I'm excited about this project -</p> <p>1) Would you be willing to build a fence for our house since it's at the entrance of the path? 2) Potential easements of our property - how do you plan to compensate those impacted? 3) Parking - are there plans for parking lots at the entrances?</p>
11	5/11/2023	<p>From Cris & Destiny Boggess Trust:</p> <p>Midvale Canal Trail Parking</p> <p>Just east of the Jordan and Salt Lake Trail on Fort Union Blvd is a farm field. This field and the ground north of it would make an excellent parking lot for the canal is covered along side of the farm ground, it would be an excellent extension of the parking lot.</p> <p>1. This location (on the farmland) would be highly visible to thousands of people traveling each day on Fort Union Blvd. If a sign were to identify it, the location would be an advertisement for years to come. 2. This location is between two long segments of the trail. The southern segment is less used, so this location would spread out the users so the southern segment would be more used. 3. Police driving past could monitor the lot as they drive past. If the lot is closed at night, the police could make sure the closing time rule is followed. 4. This may make some of the other neighborhoods more safe.</p>
12	5/11/2023	<p>From Kristen G. Roper:</p> <p>NO PATH behind my house please! We already have way too much crime (that the police rarely patrol or come when called). Fires, homeless, drug dealers, etc. in our neighborhood! Now you want to give them a nice path for them to push their shopping carts. You would need to build a retaining wall. Who is responsible? (when they come) clean out homeless camps along the canal a few times a year. NO! NO! NO! NO!</p>
13	5/11/2023	<p>From Amy Firestone:</p> <p>- Biggest concern about the proposed crosswalk on 7200 S. It's a BUSY 4-lane road. If popular, slows traffic even further. - Consistent high fencing to protect privacy (& safety!) of residents & walkers. Also for dog owners. - Irrigation runoff from flooding. It's currently draining along whole length of property. Problem if closed. - Lighting at night not ideal for residents. I'd prefer closed for night for this reason. - I'd prefer the walkway to be where it already exists, not on the Boggess & Firestone LLC side. :)</p> <p>Basically, I like it how it is. :) People can use it but it's not overly crowded.</p>

14	5/11/2023	From Tim Morgan (7460 S Balboa Dr, 385-296-6062, trjomorgan@msn.com): My only hope is that this initial meeting means anything to the final outcome. We have already experienced homeless people pitching tents and sleeping a trail will only make that situation worse. We have a beautiful Siberian Elm that gives us a great source of shade, this trail will most likely eliminate that source of wild life that lives in this wild habitat that will suffer from this trail. We have wild roses that cut down on most access on our side (east) of the canal and will be taken out. Not to mention the contractor hired will be the low bidder and who knows what problems that will cause. I am most definitely OPPOSED. I only hope you take these comments into consideration and this meeting is not only for show and because it is mandatory!
15	5/11/2023	From Mark and Tina Roweton (7771 Sandra Way, 801-856-0278, mrstinaroweton@gmail.com): We're opposed to the trail. We have a privacy issue. Where the proposed trail is laid out it would run behind my fence. The problem is the elevation of the trail is 1/2 feet higher than the homes on the west side of the canal. That means if someone is walking along the trail they can look right down into my yard and home. We propose to buy part of our property. That won't work either because of the distance from the back of our home to the property line. Twelve years ago, we were on the zoning committee and won permission to extend the back of our home. We won because it could not infringe on the property rights of anyone behind us because what the zoning committee/council told me is there should be 20' from the back of my home to anything being built. The crossing would also hinder residents from going east on 7800 S. Traffic backs up there any how during peak driving times. This will make that much worse. ****OPPOSED****
16	5/11/2023	From Eric Cooper: I have serious concerns regarding this project. As you can see from the map, my home is immediately bordering a thin section of this trail. As the trail currently runs, it will increase the flow of people walking/riding by - staring and making comments to us as we enjoy our backyard. This is already an active pain point with extreme invasion of privacy. Adding a trail as "refined" as this will increase this traffic tenfold or more. If this is implemented, we REQUIRE a privacy fence boarding the length of this trail. This will prevent vandalism and extreme depreciation on our quality of life. Another large concern is regarding light-pollution. I am a night photographer, and it is essential that high-mounted lighting is not ruining our mountain views. The lights should be spread apart to avoid our property line. If installed, should be ground-level. I understand the desire for this from people that do not live by it - but the people being forcefully invaded in terms of privacy and quality of life, they MUST be budgeted for. Do not ignore us, it will not go well.
17	5/11/2023	From Mary Bank + Eric Cooper: We do NOT want this: <ul style="list-style-type: none"> - decreased privacy - increased foot traffic/access to our private property - increased heat signature w/ additional concrete - light pollution - disturbing animal population/natural breeding habitat for quails + ducks - increased plastic/trash entering water way - increased parking congestion - increased motor traffic - backs up to multiple private property - increased risk for property damage/theft - safety concerns - our neighbor had a brick thrown through their living room window from the current trail - make personal backyards public space - we do not want increased police presence constantly at our private residence - increased drug use The reality is, the few ruin things for the many. And while this is a nice idea, it's not practical.

18	5/11/2023	From Jeff Peterson: I think it should be left alone because people drowning, animals scared into the neighborhoods, vandalizing fences, spray painting, homeless camping, park meeting will invite people around.
19	5/11/2023	From Shawn Stephens: My property is directly next to a future portion of the trail and I'm 100% for the trail. I already ride my mountain bike from Midvalley Elementary to I-215 a week. I think it's an excellent idea and will actually decrease the graffiti behind my property. The added traffic (foot) will dissuade the kids that spray paint patrolled. I moved from canyon rim to using the Parley's trail system between Sugarhouse Park to I-215 regularly. The people complaining all want things to be in our 40s + will take our children daily up and down + look forward to the trail. Please call me for more info.
20	5/11/2023	From Christina Ross and Robert Pryor (7414 S Balboa Drive, 801-664-6495, christinaross2105@gmail.com): Proposed project includes an enclosure over the canal from 7500 to right behind our house. Below are the concerns we have with the enclosed section before: 1. Increased access without the canal as a buffer to our fence line. 2. Current homelessness would increase (maybe use funds for additional housing for those in need) along the fence and canal. 3. Current width accommodates trucks, backhoes, and tree trimmers - do not need to increase the width & close the canal off. 4. Will impact the wildlife in that space that live in and around the canal (hawks, geese, etc.) 5. Currently the path is fine for those that want to walk the canal. 6. When we purchased the property we bought due to the limited access behind our house & the wildlife.
21	5/11/2023	From Roy Lyman: Totally 100% against proposed trail. House to duplex conversions. Air BnB. Room Rentals. All have produced front yard parking lots and car filled streets. You please leave my back yard privacy.
22	5/11/2023	From George Sears: We own this duplex where our daughter lives and a renter on the other side. We've owned this property for over 35 years. The canal has presented problems not maintained - trees are overgrown, vagrants use this area as access to the properties along it, and from time to time use it to perpetrate crimes on the property. Power has informed us multiple times that the trees cause problems every year with respect to the overhead lines. No one, city or county does anything to fix them. What will change? High School students use the area and leave trash. Will that change? Everything sounds + looks good, but will it be an improvement? What will happen when there are problems? It is really hard to support this initiative when little or no activity on maintaining the canal as it currently is operating.
23	5/11/2023	From James Baggaley: I'm in favor of the trail with the following important items. 1. We need to install the trail in a manner that ensures the privacy of the homes it's up against. We NEED a wall. 2. The trail needs to be properly policed. I also would like to be able to access the trail from my backlot if possible.
24	5/11/2023	From Daniel Pipkin: A convenient multi-modal connection that spans Midvale? YES PLZ! Right now, the way we ride our bikes to the Tyler Library takes us along 7800 S and State Street, both of which are very unpleasant to ride and pretty dangerous. Both of those legs out of the ride, making it safe enough for even our kids to bike. In my opinion, the active transportation aspect of this project is the most important. Any increase in "recreation space" is just an added benefit to the trail. It's for our active transportation modes.
25	5/11/2023	From Rebecca Pipkin: I ride my bike to work and activities, my children ride their bikes and walk. Having a trail we can use that is separated from cars/traffic will be very beneficial to the trail. I'd love to see what neighborhood and school/park access will be available. Would also love things like beaches, informational signs—honestly even bike stations if we're dreaming big. But even just having a bare path that is uninterrupted and accessible would be HUGE. **additional input from my son Mateo - he is also in favor**

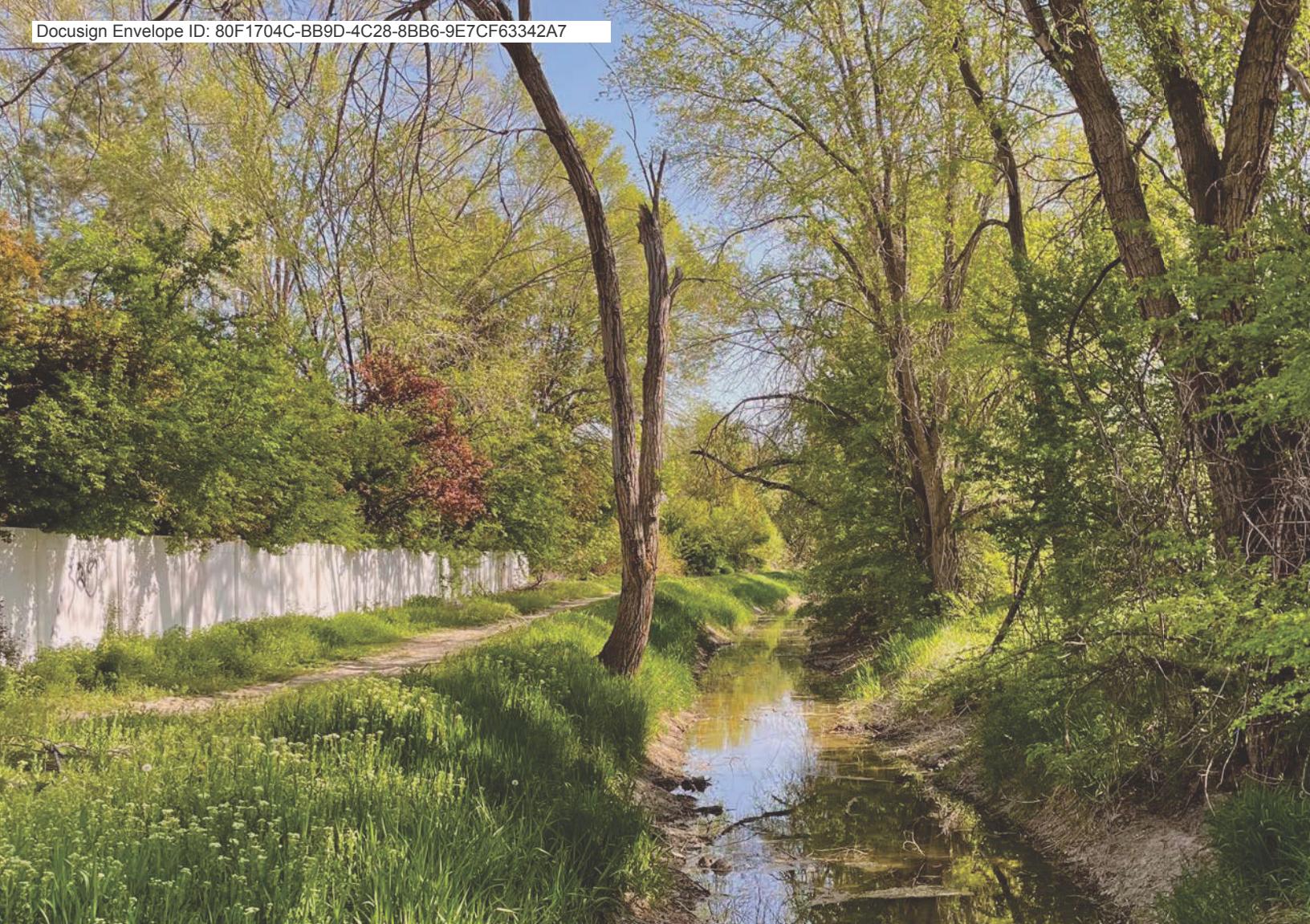
26	5/11/2023	<p>From Su Armitage:</p> <p>Love this! I walk along here often (in good weather—no mud—and when the county cleans up the fallen trees + other detritus). It's a great way to get about space, thinking time, alone time, watching the birds, and "getting away from it all".</p> <p>I've often thought how wonderful it'd be to have a better more defined pathway for families, school kids, old retired people (like me :) to get away from the Union Park.</p> <p>Also love that this middle class and lower socio-economic area could access this without having to drive there. I live in the area between 6600 S + 7200 S, on communities. Between 600 and 7200, people wouldn't have to drive.</p> <p>I like the D or B3 crossings.</p>
27	5/11/2023	<p>From Aaron Billingsley:</p> <p>While, in concept, I like the idea of having a multimodal path directly accessible from my back fence, I cannot enthusiastically support this proposal. Not having other, more useful trails, like the JRP and having it cross so many major surface streets, diminishes its capacity to be safe, functional, or very useful for recreation.</p> <p>I also have concerns about increasing crime in my neighborhood being exacerbated by providing a more convenient highway for our neighborhood thieves to use. Police enforcement is already minimal at best in our area while property crime and drug manufacturing are ongoing. Running the path on the residential side of the street would require a good deal of excavation and construction of retaining walls directly abutting my property. While that is simply the reality of a construction project, it would require me to deal with that in conjunction with knowing it will be directly contributing to crime in my neighborhood.</p>
28	5/11/2023	<p>From Cindy Firestone:</p> <p>Safety concern regarding 7200 South crossing. We want pedestrians to be safe. It is a very busy street. Cars & motorcycles race up & down the street (per street). Perhaps install a wall or fence to protect privacy of neighbors with property bordering the trail.</p> <p>Where will the access points be to the trail? only the main streets or other options.</p> <p>Where will people park to access the trail?</p>
29	5/11/2023	<p>From Jo Zumbrunnen:</p> <p>We're not seeing the vision.</p> <p>Not happy to have more people in our backyard - no privacy.</p> <p>Just seems like there's too many right of way problems.</p> <p>It's a mess right now and nobody cares.</p>
30	5/11/2023	<p>From Anonymous:</p> <ol style="list-style-type: none"> 1. What economic value will Midvale City realize? 2. There is a Jordan River Trail that is within city limits. 3. Encourage residents to use existing sidewalks for walking and visiting historical sites. 4. Additional access to canal that inhibits preservation of neighborhood privacy. More unwanted traffic. 5. Who will maintain—how much will it cost yearly? 6. Does the cost involved really benefit the majority of Midvale residents? 7. There is already enough trash and traffic. This will increase garbage, transients, and crime. 8. Policing will not alleviate any of the problems along the canals. 9. Policing funds are already in jeopardy. 10. Limited number of residents were notified of the proposed canal trails—not advertised. 11. Being at the open house (and talking with participants): 1 individual supported, the majority are against. <p>Please hear what the residents are saying and don't waste money and effort on these unwanted trails and any more studies.</p>
31	5/11/2023	<p>From Lauren Richards:</p> <p>Very excited to support this project. I think it could be a great thing for our city. My biggest concern is the State Street crossing. I don't think I'd feel safe crossing with just a Type C crosswalk. It's just yards away from an intersection that has seen lots of accidents recently and I don't trust drivers to stop for crosswalk. The Type B option would be way more expensive, but to me that would be paramount. Thank you for all your work on this!</p>

37	5/11/2023	<p>From Susan Frampton:</p> <p>Thank you for this open house; it's good to have better visuals. MAJOR CONCERNS:</p> <p>1- This trail will more fully open up private residences (homes and yards) to scrutiny by strangers who may not value privacy or property.</p> <p>2- The police don't regularly patrol our area now and in the past have basically done nothing about break-ins and vandalism and robbery. The idea of their questionable and with the recent budgetary concern from Midvale's uncoupling from the Unified Police, would there be enough in the budget to cover this?</p> <p>3- Stretches of the proposed trail would destroy areas of trees over 60 years old. How much would replanting in those areas cost?</p> <p>4- Midvale would receive a grant for this trail & construction, but where would funds for trail maintenance come from?</p> <p>5- As there is no project proposal for parking for this trail (with possible exception for church parking lot use - which would perhaps work on weekdays, but Sundays?), it's feasible that trail patrons outside of the proposed trail area would drop into neighborhoods for access. (Some have generously volunteered acquired for parking purposes, but not their own.)</p> <p>6- Lastly, for residents in the Fort Union area of Midvale, access from their homes onto 7200 South/Fort Union Blvd is very concerning and frequently dangerous. The proposals for crosswalks are interesting but could be dangerous because of the traffic load and speed.</p> <p>Bonus Concern - The current Salt Lake Canal maintenance trail is used at various times by dirt bikers (motorcycles) who speed. A paved trail would make this</p>
38	5/11/2023	<p>From Roger Hazelwood:</p> <p>I live close to the canal & where the blue line crosses 80 S. I bike frequently to Fort Union for groceries (Smith's food) & other retailers (Dick's Sports). Path many users including to Hillcrest High School. If I can be of help I would volunteer. Thanks for studying the possibility.</p>
39	5/11/2023	<p>From Janice Robertson:</p> <p>Safety #1 concern, open canal, fence?</p> <p>Tagging/graffiti - patrolled by LE?</p> <p>Will cars park all over our street or will there be trailhead parking? Our street dead ends at the canal. I am ambivalent about it. Where will all the critters go come into our yard from that area.</p> <p>Homeless camping - it's happening there now.</p>
40	5/11/2023	<p>From Debra Brignac/Brian Becker:</p> <p>We are not happy about this project to extend the path/trail. Our house is in a cul-de-sac, so the front of our house is about 6' from the trail/path. We have people on the trail and people coming to our cul-de-sac to climb over our fence to get to the trail. They have cut our chain link fence so they could come and go. We've had rocks thrown through our picture window twice. We've had things stolen from our yard and garage from people coming into our cul-de-sac to go to the trail at all hours, kids doing drugs, homeless people hanging out using the bathroom by our house. Our dogs have a fit every time someone walks by at all hours. So.... we will have less privacy in our backyard and from people looking into our front windows and we will have way more noise pollution from all the people. damages to our hours or property stolen from all the extra people, or put up a fence for privacy? We are a definite NO.</p>
41	5/11/2023	<p>From Auste Kriukelyte:</p> <p>Bike path is an AMAZING idea!!! We bike and stroll with a toddler a lot in the neighborhood and it would be nice to have a dedicated bike trail. We have us main concern is crossing bigger roads like State Street. Currently, cars do not look at pedestrians at all. It would be great to have more safe crossings in Midvale bike paths and it is great to know that our little toddler is safe there and protected from cars. Another great addition could be a playground since other bike playgrounds.</p>

42	5/11/2023	<p>From Dave Clark:</p> <p>1- The proposed trail is in our backyard. We have had theft from the yard, theft from our cars, and the house broken into. We have a fence that encompasses our property. The proposed trail will increase pedestrian traffic that will have visual access to the house and yard. We purchased the home for the privacy of the backyard & not having anyone on the trail. Privacy will be lost with the trail!! I am AGAINST the proposed trail!!</p> <p>There has been one death from pedestrian crossing State Street @ Princeton Drive. The 15-year-old girl was hit & killed in the crosswalk by a school bus.</p> <p>Who will maintain the trail? Who will clean & shovel the dog poop & drug needles?</p> <p>There have been homeless people taking up residency & I have called police multiple times.</p> <p>All that separates the canal & our property is a chain link fence. This is not secure! A pre-cast 7' concrete fence would be the only fence acceptable along the canal.</p> <p>Drug deals have taken place along the trail & drug needles, human poop & trash deposited along the trail.</p> <p>I HOPE THIS TRAIL "DREAM" NEVER HAPPENS!! I will fight it all the way if I have to.</p>
43	5/11/2023	<p>From Shelly and Dan Sweeney:</p> <p>We do not want any more access to our backyard view. As it is, we have a 6 foot fence and the people who walk this throw trash in our yard and there is no place to put it. The people that are north of us are receiving damage and graffiti on the fences. Our section shows a covered canal. If that is not properly maintained, it could get clogged and backed up. It would not be good as we have our bedroom window on that side. Lighting needs to be there to hopefully prevent further damage to fences and theft. We would like to have a fence (brick) to take care of the noise, light, theft, flooding, and trash out of our property. We own 5-feet more than your map shows as well. Kids go up and down the hill (no). Our tax burden is high enough.</p>
44	5/12/2023	<p>From GG:</p> <p>I believe this project would add great value to our community. I often use the Murray canal trail system by Wheeler Farm and have a similar space in my neighborhood. It is a great place to walk, run, and bike. The space is nice! That space goes mostly unused (or misused) at the moment and this would be a great way to get more people outside, active and engaged.</p>
45	5/14/2023	<p>From Churst:</p> <p>I think this is great. It just needs some good crosswalks and sturdy fences between me and my dog and the dogs that live along the trail.</p>
46	5/15/2023	<p>From Ann Ralph:</p> <p>I wasn't able to make it to your meeting, but I am against this. Putting in the trail will lower the value of the property for those who live along the canal. We have a fence installed, so we don't have to see or hear anything going on on the trail. I have made several calls to the police as it is, for partying, homeless camping, graffiti, and I have gated the area off, and it has been quiet since then, but making it more accessible is not doing a favor to anyone who lives along the canal. This is not a good idea.</p> <p>The Jordan River Trail is different, because it doesn't run along private property. We all live right here, and most of us have lived here for quite some time. We have been trying to get the City to come out and clean the canal. There was so much furniture and drug paraphernalia out there. It took them about a week to clean everything up. It was a good thing. I also don't feel that it will be used. Trax crosses 80th South, how will that crossing work? If I need to hire an attorney, I will. And I'll ask others to do the same. We are entitled to our privacy, and I purchased my home for that reason. Fire fighters have already had to rescue ducks from the storm drain in the area. The trail will be even harder on the wild life. Midvale can't even take care of what they have now - it's always a fight. I am against this. I'm sorry, but I just don't think it's a good idea.</p>
47	5/15/2023	<p>From Sarah Morton Taggart:</p> <p>I give my full support to this project. My family needs a safe route to ride bikes that we can get to from our house. We would also love a way to walk to the Jordan River Trail. I am happy and willing to participate in community cleanup days.</p>

48	5/18/2023	<p>From SJDickey:</p> <p>Hi there. I'm a resident of Sandy, but the back corner of our property touches the Midvale City border line. I live on Paula Circle along the canal. I've known is part of both the Midvale and Sandy master plans, and I like the idea of an improved trail for recreation. I also think starting the trail on the east side of the insurance, and botanical properties is a sensible use of the open, unused space there. I do have a few concerns that I think I share with some of my neighbors into account. First, I am concerned about crime/graffiti/vandalism/encampments along the trail and the danger they may pose to those who use the trail for we've lived in this house, we've seen several homeless encampments, drug use, and what I think was someone digging up stolen property they had buried constant concern as well, especially when homeless people camp there. In the FAQ, it said that lighting solutions and plans for regular patrols are still being urge you to put some sort of low, downward-facing, possibly solar-powered lighting along the trail. I also think the trail will need to be patrolled regularly v how to deal with defacement, graffiti, and trail upkeep, and any funding that would be required for that needs to be built into the grant proposals and city concern for human-caused problems, I'm also concerned about weed abatement and tree maintenance. We are constantly battling weeds that come through yard, but even more importantly, Salt Lake City doesn't maintain or trim the trees along the trail unless there's a problem. We have had a tree crash through heavy snow and winds over the winter have caused several visible "widowmakers" to hang above the sides of the canal with no indication of when they will built, the trees and weeds need to be regularly checked and maintained in order to keep trail users and property owners safe. Lastly, I'm concerned about the property along the canal as it is at the moment, including our family. While most people are quiet and don't cause trouble, increased use of the trail may cause more privacy of adjacent homeowners. Thanks for the opportunity to comment on this project. I look forward to hearing more about it as the project progresses</p>
49	5/24/2023	<p>From alongcamemolly:</p> <p>I want to start by saying thank you for investing time and energy in to expanding community offerings. I believe this canal path would be a great addition to runner, walker and cyclist this path allows safer travel and enjoyment of these activities for not only myself but also for my family and friends. Multi use path community as a whole and not only encourage movement but also provide safer means of travel. As a resident I am excited about the possibility of a new path enjoyment of the outdoors.</p>
50	5/24/2023	<p>From Deb Webster:</p> <p>I think our tax dollars would be better spent on things this city really needs. Like a police force that we will now have to fund. And who is going to upkeep the</p>
51	5/24/2023	<p>From Anonymous:</p> <p>I love this idea. Yes! Go Midvale. Keep it coming.</p>
52	5/24/2023	<p>From Anonymous:</p> <p>This canal trail sounds like a great idea! As someone who lives close to the proposed trail, I would use it all the time.</p>
53	5/29/2023	<p>From Anonymous:</p> <p>Please do not put lights on the canal that will interfere with bird migration. Please keep trees, plant more and maintain them.</p>
54	5/31/2023	<p>From Anonymous:</p> <p>Anything to provide more green space and opportunities for access is good!</p>

55	6/6/2023	<p>From Kenny Wintch:</p> <p>Greetings,</p> <p>Apologies for the tardiness of this note, but I work in tiny Bluff, Utah (on the San Juan River, about 100 miles south of Moab) and my life seems to be quite busy. I own the home at 789 E. Enchanted Drive in Midvale, and the reconfigured, concrete-lined, straight east-west running segment of the old Jordan and Salt Lake Canal property line. It's a nice piece of semi-wild space in the city that my wife and I enjoy quite a bit.</p> <p>I'm also a cyclist and a fan of urban trails. I've seen what paved trails have done for the St. George metro area, and the Moab area. I frequently ride the Bonneville Shoreline Trail when I'm home in Midvale.</p> <p>I'd like to see the proposed trail built, but I have serious concerns about where I understand you're planning on locating it along the canal segment behind the May 11th meeting (I was in Bluff then) and said that you all are planning on cutting it into the slope between our back fences and the canal (i.e., on the unlined canal). This plan would require constructing a retaining wall all along that segment, a distance of a few hundred yards. That makes no sense to me without a paved trail on the other side of the canal. I surmise that you don't want to put it there for two reasons: (1) Salt Lake City needs to do maintenance on the canal, and the trail will interfere with that, and (2) locating the trail on the north side of the canal would require a bridge of some sort across the canal where it bends northward, a structure that carries it across I-215.</p> <p>I would respectfully counter those reasons with the following arguments: First, if the paved trail were put up against the I-215 sound wall, on the northern side of the canal, then it would be out of the way of Salt Lake City's normal use-space for canal maintenance; the city cleans out the canal using the flat space immediately adjacent to the sound wall, NOT up next to the sound wall. There's plenty of room for both the city's canal maintenance crews to do their thing next to the canal, and for a paved trail to run alongside the canal. Second, a suitable, small bridge across the canal near 900 East could easily be built for what it would cost to clear a path through the trees, cut a path and construct a retaining wall for a few hundred yards on the south side of the canal.</p> <p>I would really like to see the trail, but see it built, but built up next to the I-15 sound barrier on the north side of the canal and it's ROW behind Enchanted Drive. I would be happy to offer these comments. Please let me know if you have questions, concerns or problems with what I'm proposing. Thanks and take care, ha</p> <p>Sincerely, Kenny Wintch</p>
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Midvale City

June 2023

Midvale Canal Trail Feasibility Report



EXHIBIT B – ENGINEER’S SUBMITTED PROPOSAL



MIDVALE CITY

Midvale Canal Trail Final Design

Midvale City, Utah

April 25, 2024

PREPARED FOR:

Midvale City, Utah
7505 South Holden Street
Midvale, UT 84047

PREPARED BY:

Consor North America, Inc.
Point of Contact: Mason Bouck, PE
38 East Scenic Pointe Drive, Suite 300
Draper, UT 84020
p: 385.253.0362
e: Mason.Bouck@consoreng.com





38 East Scenic Point Drive Suite 300

Draper, UT 84020

p: 385.253.0362

April 25, 2024

Midvale City

7505 South Holden Street

Midvale, UT 84047

RE: Midvale Canal Trail Final Design

Dear Mr. Knoblock and Selection Committee,

Consor North America, Inc. (Consor) is excited to present our proposal for design services of the Midvale Canal Trail along the Jordan and Salt Lake City Canal from 7800 South to 7500 South. In 2022, **Midvale City (City)** contracted with Project Engineering Consultants (PEC) to complete a feasibility study for the trail project. During that process, PEC merged with Consor to form a full-service, multi-disciplined firm that specifically targets trail design and construction. Our office is in Draper and the same team that prepared the feasibility study is ready to deliver a high-quality plan set that will be used for construction of this important trail segment. In working with Midvale City on the study, our team proposed this segment of trail as the first phase because it will provide an essential link between the residents and Midvalley Elementary School. This segment can stand alone as a single and complete project. This is important for the National Environmental Policy Act (NEPA) process and funding requirements. This section of trail is the perfect starting point for an exemplary project spanning the length of the Jordan and Salt Lake City canal in Midvale and the East Jordan Canal near Hillcrest High School.

Our team has designed many trails in Weber, Davis, Salt Lake, and Utah Counties. Some of these trails include the Porter Rockwell and Corner Canyon trails in Draper, the Sandy Canal Trail in Sandy, the Lakeshore Trail around Utah Lake, and the extensive Spanish Fork River trail. All these trail projects involved working with Canal Companies with state and federal funds.

I, Mason Bouck, will serve as your project manager. By submitting this proposal, I certify that I have read through the Request for Proposal (RFP) documents, including the proposed agreement in Exhibit B, and that I am willing to abide by the conditions outlined in the RFP and the proposed agreement, including provisions regarding insurance coverage required, with the following exceptions:

None.

Authorized Signature of Bidder:

A handwritten signature in blue ink that reads "Mason Bouck".

Printed Name and Title: Mason Bouck, PE, Principal, Project Manager

Date: April 25, 2024

If you have any questions regarding this proposal, please contact me by phone at 385.253.0362 or by email at mason.bouck@consoreng.com. We look forward to working with you, your colleagues, and your community.

Sincerely,

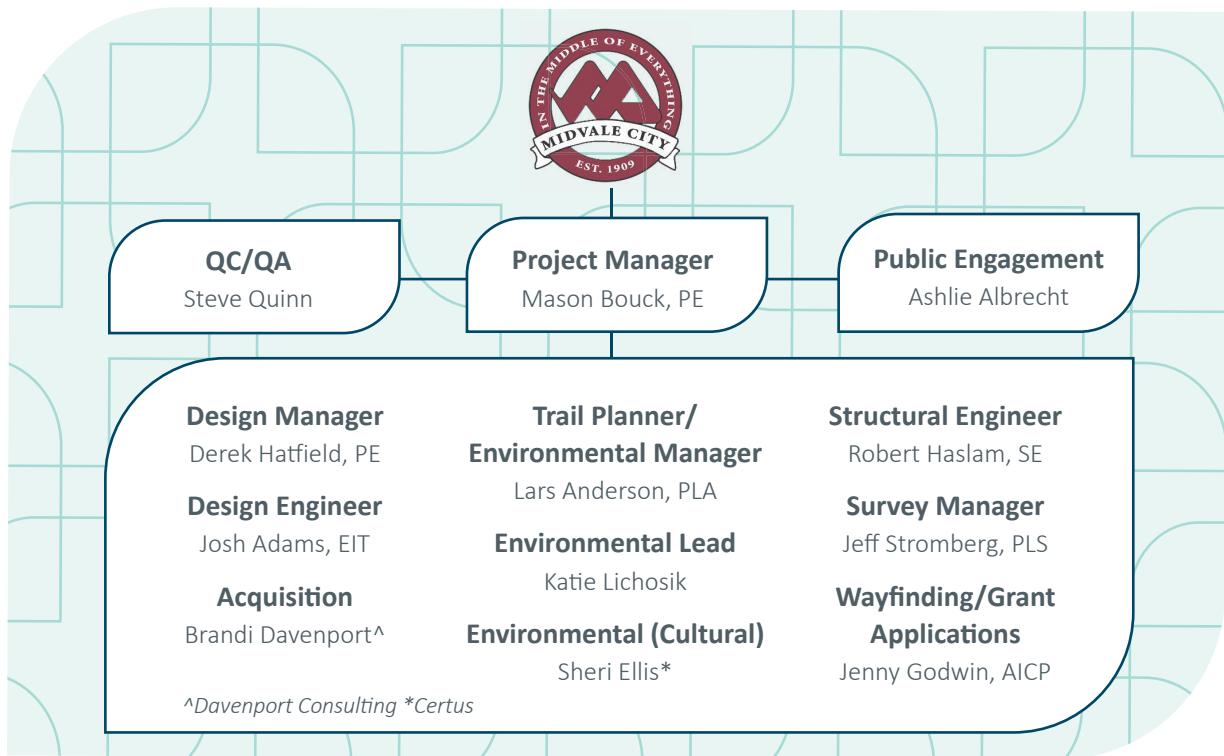
Consor

A handwritten signature in blue ink that reads "Mason Bouck".

Mason Bouck, PE, Principal, Project Manager
385.253.0362 • mason.bouck@consoreng.com

Qualifications of Key Personnel

Over the span of 30 years, Consor has worked with nearly every town and municipality in the State of Utah. Beyond surveying, designing, and construction services for municipal projects, we have provided master planning, open space and trail design, and urban design services. We have assembled the following team of professionals to execute the deliverables on this project and continue our relationship of trust marked by clear, effective, and timely communication.



MASON BOUCK, PE | Project Manager

EXPERIENCE:

20 years

LICENSE:

Professional Engineer
- UT

EDUCATION:

BS, Civil Engineering,
University of Utah

MEMBERSHIPS:

Institute of
Transportation
Engineers (ITE),
local member

ROLE: As project manager, Mason will be responsible for the successful completion of all tasks under this contract and will be the primary point-of-contact for communication. He will be responsible for risk management, obtaining and distributing project data quickly and precisely, monitoring and facilitating action items and maintaining a consistent flow of project information. Mason will work within his team to provide quality and will work with Steve to initiate and perform quality reviews of each deliverable prior to submission. Mason will achieve milestone deliverables while managing the project budget.

EXPERIENCE: Mason has become a leader in project management and leading teams of technical experts in several markets. He has experience working in all capacities on large and small scale projects. Mason recently completed the Midvale Canal Trail Feasibility Study where, through his leadership, the team was able to complete the design concepts, prepare exhibits, hold a successful open house, and develop a comprehensive feasibility report that included a detailed study of the corridor, alternatives to consider, potential phasing, and construction costs for the City to seek and obtain funding.

BENEFIT: Mason has become an expert at analyzing public safety; his comprehensive background as a transportation engineer has put an emphasis on public safety. Through his experience managing trail projects for his clients, he has become an expert in design standards including the American Public Works Association (APWA), the American Association of State Highway and Transportation Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD), and Federal Highways. His proven track record on recent trails like Provo River Trail, Lakeshore Trail, Salem Canal Trail, Pineview Loop Trail, and Eden Trail demonstrates his ability to guide his team to project success and navigate the nuances of design. His technical background allows him to manage projects and provide guidance to his team on technical issues using a practical systematic approach.



STEVE QUINN | *Quality Control/Quality Assurance (QC/QA)*

EXPERIENCE: 36 years | **EDUCATION:** College Coursework, University of Utah

RESPONSIBILITIES: Steve brings more than 36 years of project management experience managing large multi-million dollar projects across several industries. Before joining Consor, Steve worked for the Utah Department of Transportation (UDOT) for more than 10 years, with the last four years as project manager. Steve's knowledge and experience with UDOT's project delivery process and QC/QA procedures is unparalleled. He not only executed the processes many times over the past 10 years, but also served as part of the teams that developed many of those processes while employed with UDOT. In his role as QC/QA, Steve will be responsible for conducting a thorough review of all project submittals so that the highest standards of quality and accuracy are met. This includes overseeing the conceptualization and theming of the trail design so that it is visually appealing and in line with Midvale City's overall vision and objectives.



LARS ANDERSON, PLA | *Trail Planner/Environmental Manager*

EXPERIENCE: 26 years | **LICENSE:** Professional Landscape Architecture - UT

EDUCATION: MLA, Landscape Architecture, Utah State University; BS, Environmental Science, Brigham Young University

RESPONSIBILITIES: Lars has 26 years of experience working as a landscape architect and planner. Before joining PEC (later to merge with Consor), Lars worked for UDOT as a landscape architect, managing dozens of roadway, trail, and main street projects for state and federally funded projects throughout Utah. Lars was the project manager on several trail projects shown in our experience section. Most recently, Lars was the project manager for the Spanish Fork River trail system, the Sandy Canal Trail, and several of the Utah Lake trail projects. These projects had a combination of federal, state, and local funding. In his role as trail planner/environmental manager, Lars will be responsible for conducting a thorough review of the environmental document as well as direct the planning efforts for the alignment. Lars was a key part of planning the original alignment and will work with the team to finalize the concept and work through the public engagement, design reviews, and funding options for the project. His experience designing trails and trailheads will speed up the design process and provide valuable lessons learned to the team. In addition, his time working for UDOT taught him the requirements for NEPA as well as the funding mechanism for trail project.



DEREK HATFIELD, PE | *Design Manager*

EXPERIENCE: 9 years | **LICENSES:** Professional Engineer - UT, WA

EDUCATION: BS, Civil Engineering, University of Utah

RESPONSIBILITIES: Derek is an experienced and knowledgeable design engineer who will be an asset to this important trail project. With ten years of experience in civil engineering, Derek has a wealth of expertise in trail design. He is highly skilled in utilizing Autodesk's Civil 3D software for 3D modeling, which he has used to complete a wide variety of projects, ranging from intricate site grading to complex freeway segments. Additionally, Derek has extensive experience in producing clear and comprehensive construction plans and details. He has worked on numerous trail projects throughout the United States, including in Utah, Arizona, Colorado, Georgia, Nevada, Texas, and Washington, making him a seasoned professional in his field.



ROBERT HASLAM, SE | *Structural Engineer*

EXPERIENCE: 21 years | **LICENSE:** Professional Structural Engineer - UT

EDUCATION: MS, Civil Engineering with Structural Emphasis, University of Utah; BS, Civil Engineering, University of Utah

RESPONSIBILITIES: Throughout his career, Robert has served as the structural engineer on more than 50 bridge projects, designing 70+ roadway bridges and 30+ pedestrian structures (ranging from local government trail pedestrian culverts to the large Salt Lake City International Airport departures roadway bridge). He will implement his close understanding of trail construction requirements, American with Disabilities Act (ADA) standards, APWA specifications, and AASHTO load and resistance factor design (LRFD) specifications. Robert's technical background on large trail projects (such as Moab Lions Park and SR-128 trail bridges, Grand County and I-15 Technology Corridor Murdock Canal, and Frontage Road Trail Network in Lehi) allow him to provide structural design in addition to technical and constructability guidance.



KATIE LICHOSIK | *Environmental Lead*

EXPERIENCE: 3 years | **LICENSE:** ESRI ARC GIS Mapping

EDUCATION: BS, Zoology and Environmental Science, University of Wisconsin Madison

RESPONSIBILITIES: Katie is a highly skilled environmental specialist with three years of experience in the environmental field. Among her many talents, she is highly skilled in GIS, which she has used in a variety of projects ranging from wetland delineations to supporting maps for numerous U.S. Army Corps of Engineers (USACE) and UDOT permits and reports. Katie's comprehensive understanding of wetlands, ecology, botany, and wildlife enables her to address environmental challenges that this project may encounter. Furthermore, Katie's excellent communication fosters seamless collaboration with teams, stakeholders, and regulatory bodies. Katie can convey complex environmental data to diverse audiences and so that project goals and outcomes are transparent and understood.



JOSH ADAMS, EIT | *Design Engineer*

EXPERIENCE: 8 years | **LICENSE:** Engineer-in-Training - UT

EDUCATION: BS, Civil Engineering, University of Utah

RESPONSIBILITIES: Josh has extensive experience in roadway design for local agency, state, and federal civil projects. He is involved in many of Consor's roadway projects as design lead. He provides leadership and engineering solutions to a substantial number of UDOT projects and municipal projects. Josh's experience leading large teams on complex roadway projects makes him a valuable asset to this trail design.



JENNY GODWIN, AICP | *Wayfinding/Grant Applications*

EXPERIENCE: 5 years | **CERTIFICATION:** Certified Planner AICP #34327

EDUCATION: BS, Urban Planning and Environmental Policy, Western Washington University

RESPONSIBILITIES: Jenny is a transportation planner with experience working on corridor plans, Vision Zero projects, and multimodal safety assessments. She specializes in designing accessible, equitable outreach strategies to engage with diverse stakeholder groups, both as in-person and virtual opportunities. She has developed successful grant applications for clients seeking to fund safety, ITS, and safe routes to school transportation improvements. Jenny is committed to working with clients and stakeholders to design opportunities for people of all ages and abilities to navigate safely.



ASHLIE ALBRECHT | *Public Engagement*

EXPERIENCE: 6 years | **CERTIFICATION:** IAP2 Foundations in Public Participation

EDUCATION: BS, Journalism with a Public Relations Emphasis, Utah State University

RESPONSIBILITIES: With six years of experience in managing public engagement on roadway and utility projects for UDOT and local governments, Ashlie has gained a diverse range of expertise in design and construction projects. Her innovative and practical solutions have helped her overcome project challenges with ease. Ashlie's communication skills are exceptional and she efficiently uses various tools and channels to provide accurate project information to the public. She is adept at creating flyers and mailers, managing project hotlines and email accounts, coordinating with stakeholders, and keeping meticulous records of stakeholder interactions.



JEFF STROMBERG, PLS | *Survey Manager*

EXPERIENCE: 19 years | **LICENSES:** Professional Land Surveyor - UT, AZ, NV, ID

EDUCATION: BS, Geomatics, Utah Valley University

RESPONSIBILITIES: Jeff has 19 years of experience in surveying and managing a wide range of projects including numerous UDOT projects. He is an expert in various types of surveys such as American Land Title Association (ALTA) surveys, boundary surveys, encroachment surveys, right-of-way (ROW) surveys, topographic surveys, and construction staking. Jeff is passionate about boundary survey and deed research and has assisted several municipalities in resolving boundary disputes. With his background as a field surveyor, drafter, ROW lead, and survey project manager, Jeff has both field and office experience and can effectively lead his survey team through every stage of the process. Jeff also performs easement delineations and ROW descriptions. As ROW lead, Jeff has completed more than 700 ROW instruments and has updated knowledge of the UDOT process, providing UDOT with accurate, detailed survey data that meets their requirements.



SHERI ELLIS, RPA | *Environmental (Cultural)*

EXPERIENCE: 30 years | **LICENSES:** RPA, AHHP

EDUCATION: MS, Archeology, University of Utah; BS, Psychology and Anthropology, Weber State University

RESPONSIBILITIES: Sheri has 30 years of professional cultural resources experience working with local, state, and federal government agencies and private sector clients to achieve project goals. Her company, Certus, has a reputation for problem solving within the Section 106 processes that is unparalleled. Detailed knowledge of the process and extremely strong relationships with the Utah State Historic Preservation Office allow Sheri to help projects proceed with little-to-no impact on schedule. Over her career, Sheri has provided cultural resource services for more than 100 transportation projects.



BRANDI DAVENPORT | *Acquisition*

EXPERIENCE: 11 years | **LICENSE:** BP #9361901

EDUCATION: BS, Behavioral Science, University of Utah

RESPONSIBILITIES: Brandi and her team at Davenport Consulting have been hired for more than 100 projects over the past nine years of business. These projects range from underground utilities like storm drains and water lines, to overhead power lines, trail projects, roundabouts, and many road widening and sidewalk projects. Brandi is a senior ROW agent (SRWA) and real estate broker. She collaborates daily with her own team members, project managers, ROW leads, Public Works directors, city engineers, public engagement staff, attorneys, and other realtors and brokers. Brandi loves working on trail projects and personally spends as much time outdoors as possible.

Experience with Similar Projects

With every project, Consor has worked closely with its clients to clearly define the purpose of every design and create a meaningful project centered around each client's goals and project needs. The following are similar projects Consor has completed that demonstrate our firm's experience, talent, and dedication.



Salem Canal Trail

Salem City, UT

CONTACT: Matt Marziale, Salem City Manager/Engineering Director, 801.404.7064

DATE: 2022

Consor was selected by Salem City to design the Salem Canal Trail that extends 6.8 miles from Goosenest Drive in Payson along Salem Canal Road to Woodland Hill Drive. The project limits traversed fields that will become a new development known as Veridian Farms. The new development will ultimately cross the Spanish Fork River and will tie in to the Poplar Lane trailhead. The project included a below-grade crossing at Loafer Mountain and a bridge that spanned the Spanish Fork River.



Spanish Fork River Trail, Phases 1 and 2

Spanish Fork City, UT

CONTACT: Chris Thompson, Spanish Fork Public Works Director/City Engineer, 801.804.4556

DATE: 2018

Consor performed the environmental compliance and full design to complete the Spanish Fork Trail from Main Street to the Spanish Oaks Reservoir near the mouth of Spanish Fork Canyon. We conducted surveys for wildlife, water resources (jurisdictional waters of the United States and wetlands), and cultural resources throughout the project area. Our work also included feasibility and concepts for four proposed river crossings. As part of the first phase of the project, we designed a large pedestrian bridge to cross the river at Main Street, which involved multiple abutment options to avoid the high expense of using piles. We designed spread footings to further reduce the city's budget expense. We also explored multiple alignment options to optimize the pedestrian bridge location and skew of the bridge. These efforts minimized the length and the overall cost of the bridge.



Sandy City Canal Trail

Sandy City, UT

CONTACT: Dan Medina, Sandy City Parks and Recreation Director, 801.568.2911

DATE: 2015

Consor provided design and construction for the first phase of this trail. The area was originally a canal corridor but this project converted it to a trail. The first phase was 0.5 miles long from 11000 South to 11400 South. Consor completed another 1.3 miles of the trail for phases 2, 3, and 4. The design included 12 feet of paved trail and six feet of unpaved trail. The design also included a retention ditch, at-grade crossings, fencing, railing, landscaping, irrigation, erosion control, and identifying existing ROW. Consor was able to tie the trail into existing pedestrian access points along the corridor including an access point from a nearby park.



Draper Canal Trail

Draper, UT

CONTACT: Rhett Ogden, Draper Director of Parks and Recreation,

801.576.6570

DATE: 2018

In coordination with UDOT and Draper City, Consor prepared a Categorical Exclusion (CE) environmental document for the proposed Corner Creek Canyon/ East Jordan Canal Trails Project. The proposed project includes two sections of trail that will connect existing trails and expand the overall trail network in Draper City. The purpose of the project is to provide safe, off-road, non-motorized commuting options and to provide recreational opportunities for local and regional users. In preparation of the CE, a 30% design of the proposed trail alignment was designed by Consor. The CE environmental resources analyzed included cultural resources, threatened and endangered species, wetland and Waters of the United States, noxious weeds, and migratory birds. Additionally, Consor held a public open house and public hearing. Consor performed the tasks associated with the CE in accordance with UDOT standards and in close coordination with the Draper City Parks and Recreation Department.



Point of the Mountain Trail

Draper, UT

CONTACT: Brad Jensen, Draper City Project Manager, 801.576.6549

DATE: 2015

The Point of the Mountain Trail was part of the existing Utah Transit Authority (UTA) railroad corridor. The trail is a 2.3-mile, 15-foot-wide paved trail that connects Salt Lake County with Utah County, situated on the east side of I-15. The trail was designed with fencing between trail users and the tracks for safety. Tunnels were designed to allow pedestrians to cross under entrances to an existing gravel pit. Particular challenges with this project included cultural resources and a Level III categorical exclusion, utility conflicts, site drainage, and ROW constraints. Public engagement with local residents and coordination between UDOT, UTA, and the City of Draper played a significant role in the success of the project. Consor is currently working with Draper City to contract the design for the phase 2 segment of the trail.



Utah Lakeshore Trail,

Hotspots and Amanda Lane Segments

UDOT and Saratoga Springs City, UT

CONTACT: Jeremy Lapin, Saratoga Springs City Engineer/Public Works Director, 801.766.6506

DATE: 2021

Consor contracted with UDOT and Saratoga Springs City to complete preconstruction engineering and environmental services for two trail segments along the Utah Lake shoreline. The trail project completed gaps in the existing Utah Lakeshore Trail and is included in state and regional active transportation plans. Engineering services included geotechnical investigation, survey, trail design, and drainage and stormwater design. As part of the project, Consor evaluated environmental impacts, completed a UDOT CatEX, provided public engagement services including three public meetings, and submitted a Section 404 Individual Permit Application to USACE. Consor successfully coordinated with UDOT Region 3 staff, Saratoga Springs City, the Utah Division of Forestry Fire and State Lands, Mountainland Association of Governments, USACE, and the Saratoga Springs Homeowners Association to meet the needs of the project while complying with federal and state regulations and encouraging local support.

Project Approach

Task 1: Project Management and Coordination

Task 1.1: Project Kick-Off Meeting

Consor will provide project management and oversight to include coordinating with Midvale City and overseeing project activities including conducting internal meetings, schedule management, and billing. This effort will begin with a kick-off meeting with the City Planning, Engineering, and Public Works Departments, Salt Lake City Department of Public Utilities (SLCDPU), and UDOT. The other stakeholders (Canyons School District, Salt Lake County Parks and Recreation, and UTA) will be brought into a different discussion once we work through key issues with those identified above. The East Jordan Irrigation Company will be involved on the segment of trail adjacent to their facilities when the time comes.

Deliverables:

- Summary of goals and objectives
- Meeting agenda and minutes distributed to all attendees

Task 1.2: Project Work Plan

The Consor team will develop a detailed project work plan that identifies work breakdown structure, key milestones, resource allocation, risk management, and other key tasks as outlined in this proposal as well as the schedule to accomplish those tasks. It is proposed that a full calendar year will be necessary to design this section of trail as well as develop the agreement with SLCDPU for access to the canal easement. We expect that Midvale City will be required to partner with Salt Lake City on maintenance tasks to accommodate the use of the easement (see risks and mitigations on page 13).

Deliverable:

- Detailed schedule (see page 14)

Task 1.3: Public Engagement Plan

Consor will develop a public engagement plan specific to the 7800 South to 7500 South Trail Segment that can be used as a template for other trail segments going forward. The engagement plan will include the key events, dates, and methods of engagement that will be used in this and other phases of the project. For the Feasibility Study Open House, we held a public meeting and used scroll plots and boards to explain the trail design process and the proposed alignment.

We would anticipate a similar approach, however, this time it will be more focused with a door-to-door approach and a small flyer to let residents know about the project. We propose holding a small neighborhood meeting at Midvalley Elementary to show specific trail design solutions and mitigation for sensitive topics such as tree removal, privacy, trail and canal maintenance, and law enforcement.



Project Manager Mason Bouck discussing trail features with nearby stakeholders at the Feasibility Study Open House.

Deliverable:

- Public engagement plan

Task 1.4: Regular Team Work Sessions

The Consor team will schedule and participate in regular work sessions with the City staff and management for this important project. Our team will collaborate and share our findings with the team as the design progresses. We expect team work sessions every two weeks throughout 2024 and the first part of 2025 until the project is advertised for construction. Afterwards, we expect weekly construction meetings to commence with the contractor and construction support staff.

Deliverable:

- Agendas and meeting minutes for all work sessions

Task 2: Stakeholder Coordination

Task 2.1: Canal Owner Outreach

The Consor team will coordinate with SLCDPU for the segments adjacent to the Midvale Canal Trail and with the East Jordan Canal Company for the segment adjacent to the Canal near Hillcrest High School. Naturally, the outreach to SLCDPU will come first as the 7800 South to 7500 South segment is Phase 1 of this project. Our team frequently works with SLCDPU and during the feasibility study coordinated with **Karryn Greenleaf**, who coordinates the contracts with other cities for access along canal ROW. This is likely the most challenging risk for this project overall and must be handled well to deliver success.

Task 2.2: Adjacent Property Owner Outreach

The Consor team will coordinate the outreach to the adjacent property owners along each of the segments as they come up for design and construction. The Phase 1 segment between 7800 South and 7500 South is of particular interest because the southern portion of the segment (approximately 50% of the segment) does not already have an access road adjacent to the canal. This means that residents will have a stronger resistance

to creating new access along the canal and we must have an intense communication effort to relate the positive reasons for the trail. The positive reasons include improved law enforcement in the area, safety for students walking to and from Midvalley Elementary, improved access for families to and from Midvalley Elementary, etc.



Task 3: Concept Advancement

Task 3.1: Topographic Survey and Aerial Imagery

Consort will collect survey data for the proposed Phase 1 corridor including both sides of the canal and the proposed trail crossings at 7800 South and 7500 South. Because of the dense tree cover, our team will develop surfaces using a total station data collection instead of satellite imagery except where no tree cover exists. The survey data will be used for all base information for the design.

Deliverable:

- Topographic survey base file

Task 3.2: Identify Existing ROW

Consort will collect the existing ROW for the 7500 South and 7800 South crossings and the property corners and easement information along the canal. We will pick up this data at the same time as the topographic data and use the total station for the corners and markers in the easement area.

Deliverable:

- ROW survey base file

Task 3.3: Existing Utility Investigation

The Consort team will identify the existing utilities and add them to the mapping. We do this by first calling for bluestake utility identification. Once the bluestaking is in place, we shoot the markings to add to our mapping files. We also investigate the depth of services by researching utility maps provided by utility companies.

Deliverable:

- Existing utility base file

Task 3.4: Concept Advancement

Our team will develop a design layout of the trail based on the alignment we developed in the study. Revisions to the alignment will be made based on the information provided in the survey

task. The team will develop 30% plans to depict the alignment including proposed improvements for the future trail crossings at 7800 South and 7500 South. The plans will show impacts to existing features such as fences and other improvements. With the impacts shown, Consort can develop the potential need for ROW or for temporary construction easements (TCEs).

Deliverable:

- 30% design scroll plot with potential ROW or TCEs identified

Task 3.5: Concept Engineer's Estimate

Consort will prepare and update an engineer's estimate at this stage of the design so City leaders can evaluate their funding options. The concept will be based on the 30% design and will address the needs of SLCDPU to agree with the project as well as identified property needs or easements.

Deliverable:

- Updated engineer's estimate

Task 4: Environmental and Permitting

Task 4.1: Assess Environmental Needs

The Consort team will assess the environmental needs of the project as viewed through the NEPA requirements. The main purpose for the NEPA review is for the project to remain eligible for both state and federal funding. The City itself is not required to follow the entire NEPA process, yet by following the process, the project keeps all the funding options open. This task involves developing an alternatives analysis so that the least damaging, practicable alternative is selected.

Task 4.2: Analyze Environmental Resources

To develop a quality alternatives analysis and to prepare a Categorical Exclusion (CE) document, we must first understand what environmental resources are present in the trail corridor. The Consort team will include both wetland and cultural specialists to assist in the investigation and analysis.

Cultural. Our team will conduct an analysis of the canal and other linear features in the corridor. We will follow the UDOT process for this evaluation by first submitting a UDOT Fieldwork Authorization (FWA) prior to fieldwork and developing the Area of Potential Effect (APE). Canals in the Salt Lake Valley are typically eligible as linear historic resources and there is a potential need for mitigation. Past mitigation efforts included documentation of the canal prior to construction and oftentimes we mitigate impacts by sharing the history of the canal on interpretive signage along the corridor. All analysis and potential impacts and mitigation will be documented and consulted with the Utah State Historic Preservation Office (SHPO) and UDOT. Our team includes Sheri Ellis with Certus Environmental Solutions to document the cultural and paleontological resources on the project.

Deliverables:

- Cultural Resource Inventory Report
- UDOT and SHPO coordination documents

Air Quality. Our team will also identify any air quality concerns; however, generally trail corridors are seen as an improvement for air quality and not a hindrance. We will follow the Utah Department of Environmental Quality (UDEQ) and UDOT guidelines, but this is generally not a concern except at the roadway crossings. At the crossing locations, we will analyze the traffic volumes, capacity, and level of service to determine if the trail has any impact on existing or future traffic conditions and will affect air quality.

Deliverable:

- Air quality analysis

Threatened and Endangered (T&E) Species. T&E species are often an area of concern for trail corridors. In the case of the Midvale Canal trail corridor, it is likely that T&E species will be found. Our team will conduct an investigation, although we already know that habitat for the Yellow-billed Cuckoo is found along the canal. To mitigate this, we will develop a plan for construction scheduling that avoids the nesting season. We will look for other species as well. No known T&E species have been found in the corridor.

Deliverable:

- T&E flora and fauna survey results memorandum

Wetland and Waters of the U.S. Our team has the environmental expertise to identify the existing wetlands and Waters of the U.S. in the corridor. It is most likely that only Waters of the U.S. will be identified. In our initial reviews of the corridor, no wetlands were present, but we will search again to verify. Waters of the U.S. will be identified with the ordinary high water mark (OHWM) and we will also show their inlet and outlet, which ultimately will be the deciding factor on jurisdiction. It is our opinion that both canals will be jurisdictional because of Waters of the U.S. and not because of wetland habitat. It appears both canals were excavated in uplands.

Deliverables:

- Wetlands and Waters of the U.S. survey results memorandum
- Hazard materials investigation



Hazardous Materials. Our team will also conduct an investigation of hazardous materials in the trail corridor. Although unlikely to find materials classified as hazardous, it is possible. We have found in the past that some residents dumped garbage or used oil, etc. in the canal corridor. If encountered we will address the issue with a remediation plan.

Deliverable:

- Hazardous material survey memorandum

Task 4.3: Write CE Document

The Consor team will write the CE document following the UDOT requirements. Again, to remain eligible for state and federal funding, this is a wise choice. It also identifies what was researched and what resources will be impacted and mitigated by the project. It is simply a good idea to take this step. Our team has written dozens of CEs for UDOT and other agencies. We will follow the CE process for a non-PIN project and can be easily converted to a PIN project if future funding is identified.

Deliverable:

- Draft CE document

Task 4.4: Obtain CE Approval

Our team will seek approval of the draft CE from UDOT Region 2 as a non-PIN project. This leaves all options open and clears the way for the trail project to proceed as planned. Our team includes a former Region 2 environmental manager so we are well aware of the process and requirements for approval.

Deliverable:

- Approved CE

Task 4.5: Obtain Stream Alteration and Canal Permits

Our team will seek approval of the Stream Alteration Permit, coordinate closely with the Utah Division of Water Rights (UDWR), and obtain the canal permit from SLCDPU. Our team understands close coordination with Salt Lake City will be key to project completion as the trail will be within their ROW and cannot be installed without their approval.

Deliverable:

- Approved Stream Alteration and Canal Permits

Task 5: Final Design

Task 5.1: Final Design Development

The Consor team will develop design for the required trail, drainage features, trail amenities, fencing, pavement section, accessibility, access controls, maintenance requirements, and additional features based on Midvale City standards. Consideration will be given to community input and decisions made by the Consor and Midvale City team to accurately provide design elements meeting agreed upon community input. We will address trail connections at 7500 South and 7800 South to plan

for future crossings at these locations on future trail phases. We will follow the traditional 30% (concept), 60%, 90%, and 100% (final) plan submittal process.

Deliverables:

- Progress prints of design plans and associated documents upon request
- 60%, 90%, and 100% plan sets

Task 5.2: Geotechnical Investigations

Consor has a long history of work with AGEC, who will provide geotechnical investigation for the project. As a team, we will determine the geotechnical scope required for design to limit any excess work. AGEC will perform site investigations and provide recommendations in a memorandum. Recommendations will be reviewed by Consor and implemented into final design. Consor will work with Midvale City to determine needs for geotechnical services but it is not expected to be required during this phase.

Task 5.3: Utility Coordination and Design

Our team will contact utility companies to obtain record drawings of any utilities, both above and below ground, within the project area. Existing utilities and easements will be identified and included in base mapping in Task 3. Utility company points-of-contact will be established and logged in the Utility Conflict Matrix (UCM). We will also contact each utility company within the project limits to inform them of the project scope and meet with them to discuss the scope as necessary. In coordination with the survey team, Consor will investigate existing utilities in the field to identify ownership, utility type, utility feature sizes, material, inverts, offsets to other features, and other information pertinent to the project. Consor does not anticipate the need for subsurface utility engineering (SUE), but based on the project's needs, we will work with Midvale City to determine SUE levels and associated costs. The developed plan sheets will be sent to each utility company present within the project limits for review and comment.

Deliverable:

- Working UCM file



Task 6: Construction Documents

Task 6.1: Progress Design Submittals

Projects typically have progress submittals at specified levels. For

this project, we envision submittals at 30% (concept) to establish trail alignment allowing for completion of all other design elements and deliverables including environmental, drainage, ROW, survey, and public engagement. Additional submittals at 60% and 90% will be provided. At each submittal, Consor will compile the documents into a package for distribution and review by Midvale City. The review package will be distributed 10 working days in advance of a scheduled review meeting where comments will be discussed and a resolution defined.

Deliverable:

- Completed design plans and associated documents

Task 6.2: Final Construction Documents

Our team will complete final design based on project scope and commitments made to SLCDPU as part of the canal permit approval and final design layout of the trail. Revisions to the design will be made based on the information provided during scheduled reviews and agreed upon solutions. The team will develop 100% plans to fully depict the alignment, including proposed improvements for the future trail crossings at 7800 South and 7500 South, and full contract documents. The plans and specifications will include safety features such as fences and other improvements required to provide a safe trail along the corridor in addition to addressing future improvements for the future trail crossings at 7800 South and 7500 South.

Deliverables:

- 100% plans and details
- Updated comment resolution form

Task 7: Construction Estimating

Task 7.1: Engineer's Estimate

Our team will finalize the engineer's estimate. Craig DeRose, our senior engineer and construction inspector, will review and provide accurate unit quantities and pricing. The final estimate will incorporate all design changes and address any commitments made to SLCDPU for site access and improvements.

Deliverable:

- Final engineer's estimate

Task 8: Contract Advertisement

Task 8.1: Develop M&P

We will develop M&P documentation meeting contract specifications and industry standards. Completed M&P will be reviewed by Craig DeRose to verify accuracy between specifications and construction management enforcement. The final M&P will incorporate all design changes and address any comments received during document reviews.

Deliverable:

- Final M&P document

Task 9: Construction Support

Task 9.1: Construction Management

Upon awarding the project to the selected contractor, Consor will appoint a resident engineer (RE) from our team of construction management experts, equipped with comprehensive familiarity with APWA Utah Chapter's Manual of Standard Specifications, local government standards, and AASHTO guidelines, providing full compliance with project requirements. Our accredited lab will conduct all necessary testing, enabling seamless coordination of all construction management aspects by our in-house team. When necessary, the RE will collaborate with our design staff to offer design support during construction.

Deliverables:

- Materials testing, inspection reports, closeout documentation
- Construction management has not been included in our fee

but will be negotiated once a final construction schedule is determined

Task 9.2: Design Support During Construction

We will provide design support throughout the construction phase, implementing the project according to the approved construction plans and specifications. We will collaborate closely with the RE, offering expertise and assistance to address any design-related issues or challenges that may arise during construction. Our goal is to maintain the integrity of the design while facilitating a smooth and successful construction process.

Deliverables:

- Engineering updates addressing identified items
- Design support during construction has not been included in our fee but will be negotiated once a final construction schedule is determined

Potential Risks and Mitigations

Risk: SLCDPU. Canal easement for the trail will limit access for canal maintenance. Historically, canal debris is wasted in access road area or within ROW. **Mitigation:** The Consor team will work closely with SLCDPU to address their concerns and establish a maintenance agreement with the City along the corridor. Paved trails provide improved access, simplifying clearing of trees and removal of canal debris. The proposed agreement will cover hauling of canal debris off-site by the City and limit equipment to rubber-tracked excavators or tired vehicles to protect the trail. The trail pavement section design will address maintenance vehicle loads.

Risk: Resident opposition. The corridor currently has no public access behind residential properties and in some location no access road. Access can be seen as an infringement on privacy and safety. **Mitigation:** The Consor team will implement community engagement to address residents' concerns, foster trust, and promote cooperation. Consor will investigate and implement safety features including ROW fences, privacy screening, and other features to limit vehicular access to the trail as anticipated.

Risk: Pedestrian crossings at 7500 South and 7800 South roadways. Trail users will need to cross these roads at designated trail access points. **Mitigation:** Consor will address future safety crossings at 7500 South and 7800 South with installation of crosswalks including traffic signals and signage. Additional measures can include speed reducing measures and visibility improvements.

Availability of Staff and Proposed Schedule

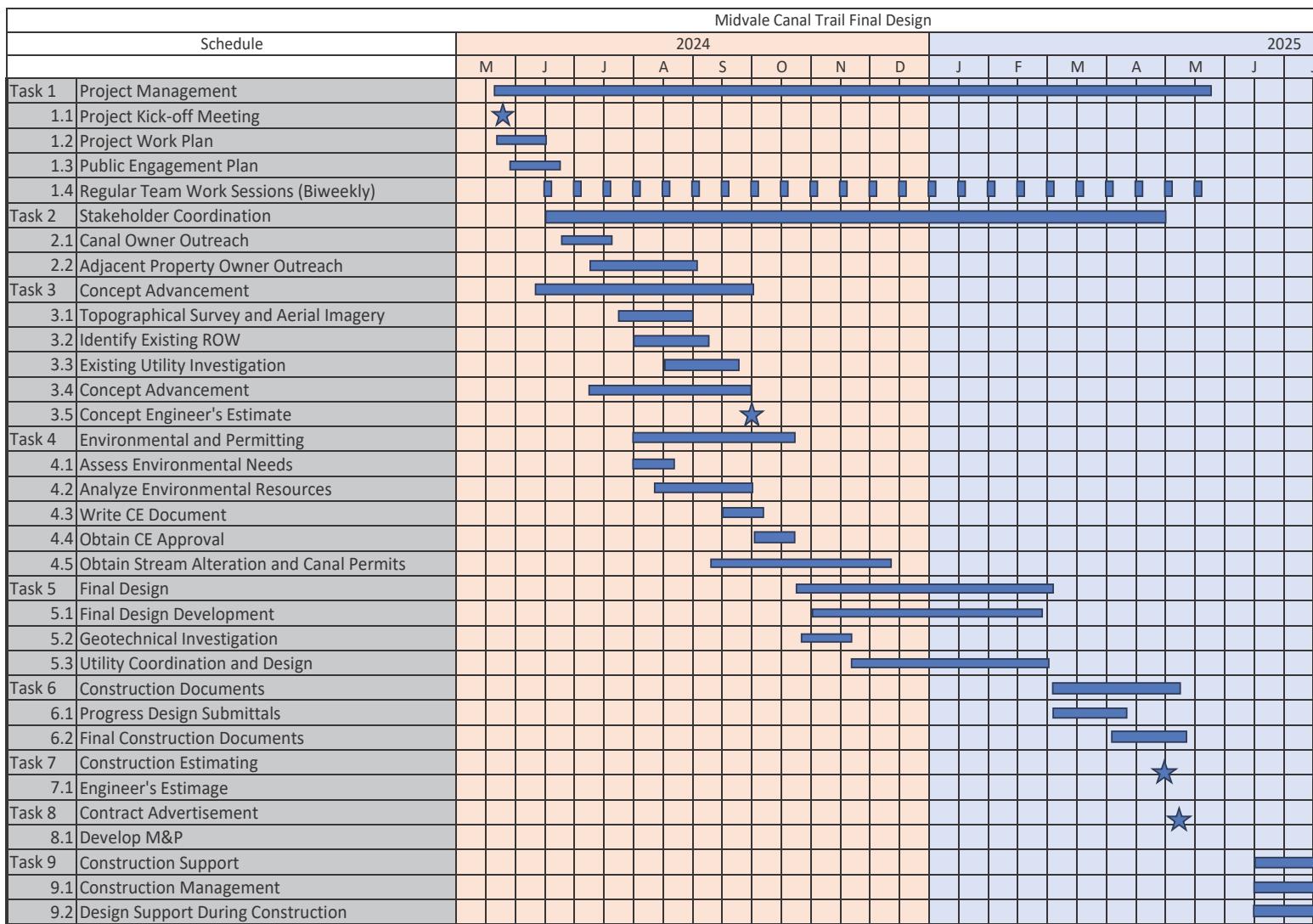
Striking the right balance between all deliverables requires a comprehensive understanding of project requirements, stakeholder expectations, and regulatory constraints. These factors have been considered in our developed schedule on the next page. Drawing on his past experience creating the feasibility study, Mason Bouck, our project manager, will carefully plan and manage the schedule so that all aspects are given the appropriate time and attention they deserve. He will adjust durations as required during the project to meet key times for specific tasks (for example, environmental assessments for T&E species during summer months to provide accurate findings) Consor's staff is available and equipped to successfully complete the project for a timely and effective delivery.

We recognize it is essential to allocate sufficient time for the environmental assessment process. The Consor team understands the significance of environmental considerations for trail projects as we have recently completed several similar

projects including Loafer Mountain Parkway in Utah County and are in design for similar trails in Heber Valley and near Utah Lake. As outlined in Task 4, our approach involves conducting comprehensive environmental investigations as required by the scope to assess the potential impact of the trail on the surrounding ecosystem. This will include studies on T&E species, cultural, air quality, wetlands, Waters of the United States, hazardous materials, and other ecological factors. These factors are standard for trail projects and our experienced team has recently completed similar CEs where close coordination with the approving agencies allowed for delivery of an approved CE and obtaining of permits. Per our schedule, these are anticipated to be received by the fall of 2024 to allow for float during final design. We will employ advanced environmental assessment techniques so that the trail's construction and operation minimizes harm to the environment while promoting sustainability.

We know the success of the project hinges on our adeptness at fostering close public engagement and conducting advanced environmental investigations. Consor places a high value on involving the public throughout the planning and development stages. Per Task 2, we will utilize our public engagement team, led by Ashlie Albrecht, to implement various outreach approaches such as public meetings, surveys, and community workshops to gather feedback and address concerns from nearby residents, businesses, and other stakeholders. Through active engagement with the community, Consor will align the trail project with project goals and those it aims to benefit, cultivating a strong sense of ownership and support among the community.

As the project enters its final stages, the focus shifts to design in preparation for advertising the beginning of construction. This period requires meticulous attention to detail so that all aspects meet project standards and community expectations. **By advertising the project, Consor will set the stage for construction to commence in the spring of 2025, with completion prior to December 31, 2025.** With careful planning, the project will remain on track for implementation with construction beginning in the summer months when weather conditions are favorable.



Midvale Canal Trail Final Design

EXHIBIT C – ENGINEER’S PROPOSED PAYMENT SCHEDULE

Cost Estimate

JORDAN AN

Task Description:								
Task	Category	Project Manager	Design Manager	Trail Engineer	Trail EIT	Drainage Engineer	Drainage EIT	Landscape Architect
Task 1	Project Management							
1.1	Project Kick-Off Meeting and Tour	2	2	2				
1.2	Project Work Plan	6	6					
1.3	Public Engagement Plan	4						
1.4	Regular Team Work Sessions	18	18	12		4		2
	Task 1 Subtotal	30	26	14	0	4	0	2
Task 2	Stakeholder Coordination							
2.1	Canal Owner Outreach	2	2					
2.2	Adjacent Property Owner Outreach	2	2					
	Task 2 Subtotal	4	4	0	0	0	0	0
Task 3	Concept Advancement							
3.1	Topographical Survey and Aerial Imagery	1						
3.2	Identify Existing ROW	1						
3.3	Existing Utility Investigation	1						
3.4	Concept Advancement	2	4	12	32	4	6	2
3.5	Concept Engineer's Estimate	1	2	2				
	Task 3 Subtotal	6	6	14	32	4	6	2
Task 4	Environmental and Permitting							
4.1	Assess Environmental Needs	2	4					
4.2	Analyze Environmental Resources	1						
4.3	Write CE Document	1						
4.4	Obtain CE Approval	1						
4.5	Obtain Stream Alteration and Canal Permits	2						
	Task 4 Subtotal	7	4	0	0	0	0	0
Task 5	Final Design							
5.1	Final Design Development	6	16	32	80	8	24	6
5.2	Geotechnical Investigation (Not expected this phase)							
5.3	Utility Coordination and Design	4	6					
	Task 5 Subtotal	10	22	32	80	8	24	6
Task 6	Construction Documents							
6.1	Progress Design Submittals	4	8	32	48		4	6
6.2	Final Construction Documents	2	4	16	24		4	4
	Task 6 Subtotal	6	12	48	72	0	8	10
Task 7	Construction Estimating							
7.1	Engineer's Estimate	1	2	2	24			
	Task 7 Subtotal	1	2	2	24	0	0	0
Task 8	Concept Advancement							
8.1	Measurement and Payment	1	2	2				
	Task 8 Subtotal	1	2	2	0	0	0	0
Task 9	Construction Services							
9.1	Construction Management *							
9.2	Design Support During Construction *							
	Task 9 Subtotal	0	0	0	0	0	0	0
	TOTAL LABOR HOURS	65	78	112	208	16	38	20
	LABOR COSTS	\$ 15,925.00	\$ 15,600.00	\$ 15,680.00	\$ 20,800.00	\$ 2,240.00	\$ 3,800.00	\$ 2,000.00

Direct Costs							
Sub Consultant	Quantity		Unit		Unit Cost		Total Cost
Cultural Survey	1		Each		\$ 2,500.00		\$ 2,500.00
Geotechnical (Not expected during this phase)	0		Each		\$ 0.00	Not expected for this phase	\$ -
Potholes	0		Each		\$ 2,500.00		\$ -



CERTIFICATE OF LIABILITY INSURANCE

12/31/2024

DATE (MM/DD/YYYY)

5/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):			
	INSURER(S) AFFORDING COVERAGE					
INSURED 1407115	INSURER A : The Continental Casualty Company					
	INSURER B : Great American Insurance Company					
	INSURER C : National Fire Insurance Co of Hartford					
	INSURER D : AXIS Surplus Insurance Company					
	INSURER E : Travelers Property Casualty Company of America					
	INSURER F :					
NAIC #						
20443						
16691						
20478						
26620						
25674						

COVERAGES

CERTIFICATE NUMBER: 19817363

REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WWD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	COMMERCIAL GENERAL LIABILITY			Y	N	7036360752		12/31/2023	12/31/2024	EACH OCCURRENCE		\$ 1,000,000						
	CLAIMS-MADE									DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 1,000,000						
										MED EXP (Any one person)		\$ 15,000						
										PERSONAL & ADV INJURY		\$ 1,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE		\$ 2,000,000						
	X POLICY									PRODUCTS - COMP/OP AGG		\$ 2,000,000						
	PROJECT											\$						
	LOC																	
	OTHER:																	
A	AUTOMOBILE LIABILITY			Y	N	7036360766		12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident)		\$ 2,000,000						
	X ANY AUTO									BODILY INJURY (Per person)		\$ XXXXXXXX						
	OWNED AUTOS ONLY									BODILY INJURY (Per accident)		\$ XXXXXXXX						
	HIRED AUTOS ONLY									PROPERTY DAMAGE (Per accident)		\$ XXXXXXXX						
												\$ XXXXXXXX						
B	X UMBRELLA LIAB		X OCCUR	Y	N	TUE 3274463 04		12/31/2023	12/31/2024	EACH OCCURRENCE		\$ 5,000,000						
	EXCESS LIAB		CLAIMS-MADE							AGGREGATE		\$ 5,000,000						
												\$ XXXXXXXX						
	DED RETENTION \$																	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y/N	N/A	7036465081 (AOS) 7036441749 (CA)		12/31/2023 12/31/2023	12/31/2024 12/31/2024	X PER STATUTE	OTH-ER							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT		\$ 1,000,000						
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000						
										E.L. DISEASE - POLICY LIMIT		\$ 1,000,000						
D	Professional & Environmental Liab.			N	N	EBZ634816/01/2023 EX-6X767086-23-NF		12/31/2023	12/31/2024	\$10,000,000 per Claim \$10,000,000 Aggregate Deductible: \$500,000 \$5M occ / aggr								
E	Excess Liab.																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACCORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: Midvale Canal Trail Project No. D232632UT.00. Midvale City is included as additional insured on a Primary and Non-contributory basis if required by written contract with respect to General Liability, Automobile Liability and Umbrella Liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION See Attachment

19817363
Midvale City
Attn: City Planner
7505 S. Holden Street
Midvale UT 84047

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SENTRATIVE

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Midvale City Attn: City Planner
7505 S. Holden Street
Midvale UT 84047

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **19817363**.

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies



6505 Waterford District Drive, Suite 470,
Miami, FL 33126
888.451.6822

May 29, 2024

Midvale City
Attn: City Planner
7505 S. Holden St.
Midvale, UT 84047

RE: Attestation of Compliance of Status Verification for Consor North America, Inc.

Dear City Planner:

By means of this letter, I, Matthew P. Cass, hereby indicate compliance with the Status Verification requirement under the Utah Immigration Acc. and Enforcement Act, Utah Ann §§ 63G-12-101 et seq., by confirming the companywide use of E-Verify, which serves as the equivalent of Status Verification.

I confirm, by my signature below, that I meet the requirements to indicate this compliance as a duly elected and qualified officer of Consor North America, Inc., an Oregon corporation authorized to conduct business in Utah.

Sincerely,

DocuSigned by:
A handwritten signature of Matthew P. Cass in black ink, enclosed in a blue rectangular box.

774B42A8CD884E6...

Consor North America, Inc.
Matthew P. Cass
Corporate Secretary





STATE OF ISRAEL AND ECONOMIC BOYCOTT AFFIDAVIT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: Consor North America, Inc.

B. Address: 38 E. Scenic Pointe Drive, Suite 300, Draper, UT 84020

C. Telephone number: (801) 495-4240

D. Email address: legal@consoreng.com

1.2 CONTRACT

A. The Contract is known as Midvale Canal Trail Final Design.

PART 2 REQUIREMENTS

2.1 REPRESENTATION

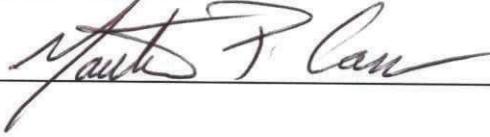
A. Pursuant to Utah Code Ann. § 63G-27-201, CONTRACTOR certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott, as those terms are defined under Utah Code Ann. § 63G-27-102.

B. CONTRACTOR agrees to not engage in a boycott of the State of Israel for the duration of the Contract.

C. CONTRACTOR agrees to notify Midvale if it begins engaging in an economic boycott. CONTRACTOR's notification may be grounds for termination of the Contract.

PART 3 EXECUTION

3.1 CONTRACTOR'S ACKNOWLEDGMENT

A. CONTRACTOR's signature: 

B. Print name: Matthew Cass, PE

C. Title: Senior Vice-President/Corporate Secretary

D. CONTRACTOR's Utah license number: Inapplicable/None

State of: North Carolina)

) ss

County of: Orange)

On this 23rd day of May, in the year 20 24, personally appeared before me Matthew P. Cass, whose identity is personally known to me (or proven on the basis of name of document signer satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Senior Vice-President/Corporate Secretary of Conson North America, Inc and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Matthew P. Cass acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

Linda DiFranco
(notary signature)
My commission expires 04/26/2026



END OF DOCUMENT



7505 S Holden Street
Midvale, UT 84047
801-567-7200
www.MidvaleCity.org

MIDVALE CITY COUNCIL STAFF REPORT 9/2/2025

SUBJECT

Consider Resolution No. 2025-R-50 Authorizing the Mayor to Execute an Agreement with Wasatch Front Regional Council (WFRC) for the Fashion Place West Station Area Plan.

SUBMITTED BY

Adam Olsen, Community Development Director

BACKGROUND AND OVERVIEW

House Bill 462 was passed during the 2022 legislative session. The bill requires municipalities with fixed rail guideways (commuter and light rail) to complete Station Area Plans (SAP's) covering a half mile radius of each fixed rail station. SAP's may be unique to their jurisdiction and setting; however, key aspects will include strategies to increase the availability of affordable housing, promotion of sustainable environmental conditions, enhancement of access to employment opportunities and increase of transportation choices and connections.

A portion of the Fashion Place West station area lies within Midvale. Midvale and Murray partnered to receive technical assistance grant funding for the Fashion Place West SAP. Funding was received and initial meetings with Murray and the consultant have occurred. Both Cities will ultimately approve the plan; after which it will be submitted to the State for certification.

While the City has no financial obligation in the study, staff time will be involved. The SAP will ultimately be approved by the City Council prior to certification by the State.

STAFF RECOMMENDATION

Approval of the resolution.

RECOMMENDED MOTION

I move that we approve Resolution No. 2025-R-50, authorizing the Mayor to execute an agreement with Wasatch Front Regional Council (WFRC) for the Fashion Place West Station Area Plan.

ATTACHMENTS

1. Resolution No. 2025-R-50
2. Station Area Plan Technical Assistance Consultant Agreement

**MIDVALE CITY, UTAH
RESOLUTION NO. 2025-R-50**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH WASATCH FRONT REGIONAL COUNCIL (WFRC) FOR THE FASHION
PLACE WEST STATION AREA PLAN**

WHEREAS, Midvale City (City) was awarded Technical Assistance from Wasatch Front Regional Council (WFRC) to fund a Station Area Plan (SAP) for the Fashion Place West Station, a portion of which lies within Midvale City; and,

WHEREAS, the City will partner with WFRC to conduct a Station Area Plan pursuant to the requirements of HB 462 to determine best practices and policies for fulfillment of such bill; and,

WHEREAS, the outcome and findings of the SAP will be in accordance with HB 462 and said SAP shall be approved by the City Council prior to submission to the State for certification; and,

WHEREAS, the WFRC has prepared the Station Area Plan Technical Assistance Consultant Agreement (Agreement) for signature by the Midvale City Mayor.

NOW THEREFORE BE IT RESOLVED, by the City Council of Midvale City, Utah to authorize the Mayor to execute the agreement, subject to any additional terms and conditions approved by the Midvale City Attorney's Office.

APPROVED AND ADOPTED this 2nd day of September 2025.

Dustin Gettel, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the Council:	“Aye”	“Nay”
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Denece Mikolash	_____	_____

STATION AREA PLAN TECHNICAL ASSISTANCE CONSULTANT AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

EFFECTIVE DATE: July 1, 2025

- 1. CONTRACTING PARTIES:** This agreement ("Agreement") is between the Wasatch Front Regional Council, referred to as WFRC, and the Consultant shown below, referred to as "CONSULTANT." THE LOCAL GOVERNMENT is in agreement with the CONSULTANT'S (1) executive summary, (2) detailed work plan, (3) project team / staffing plan, (4) approach, and (5) schedule.

Consultant Name: Voda Landscape and Planning
Address: 159 S. Broadway #200
Salt Lake City, UT 84101
Phone Number: 385-429-2858
Fed ID No: 27-3408863

- 2. REASON FOR CONTRACT:** The WFRC desires to supplement the work of its staff by engaging additional qualified assistance to complete the work required in the suggested time frame, and the CONSULTANT is professionally qualified and willing to assist the WFRC with the work outlined in Attachment B. This contract is to complete work toward fulfilling the Station Area Plan Technical Assistance Award for the Fashion Place West Station Area Plan Update project.
- 3. PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on March 31, 2026 unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.
- 4. CONTRACT COSTS:** The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.
- 5. ATTACHMENTS:** Included as part of this contract are the following attachments
Attachment A – Standard Terms and Conditions
Attachment B – Scope of Work and Services
Attachment C – Consultant Budget and Responsibilities
Attachment D.1 & D.2 – Local Government Understanding and Agreements

The parties below hereto agree to abide by all the provisions of this Agreement. IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

CONSULTANT

By: _____

Date: _____

WASATCH FRONT REGIONAL COUNCIL

By: _____ 

Date: August 14, 2025

CERTIFICATION OF CONSULTANT

I hereby certify that I, _____, am a duly authorized representative of the Consultant and that neither I nor the above CONSULTANT I hereby represent has:

- (a) Employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Agreement,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Wasatch Front Regional Council, and the Federal Highway Administration in connection with this Agreement if it involves participation of Federal-Aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

CONSULTANT SIGNATURE



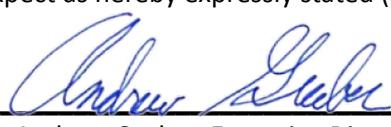
CERTIFICATION OF THE WASATCH FRONT REGIONAL COUNCIL

I hereby certify that I am a duly authorized representative of the Wasatch Front Regional Council, and that the above CONSULTANT or its representative has not been required, directly, or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

August 14, 2025

Date



Andrew Gruber, Executive Director
Wasatch Front Regional Council

ATTACHMENT A

Standard Terms and Conditions

1. Employment of CONSULTANT.

The WFRC hereby agrees to engage CONSULTANT, and CONSULTANT hereby agrees to perform the services identified in Attachment B based on the budget in Attachment C.

2. Scope of Services by CONSULTANT.

Consultant shall perform these services at the direction of WFRC in accordance with commonly accepted professional standards and to WFRC's satisfaction without increase or decrease in cost or fee payable to Consultant. WFRC reserves the right to refine or amend these work tasks, as necessary. Consultant shall ensure the plan meets the requirements of Utah House Bill 462 (2022).

3. Contract Changes.

Changes to this Contract may be made at any time with the written approval of both parties. In the event that a proposed change in scope proposed by either party will result in an increase or decrease in the agreed contract price, Consultant will notify WFRC before performing or amending such work. The parties will negotiate an appropriate price adjustment and will execute a modification to this contract before commencing or amending such work.

4. Project Oversight.

WFRC will be responsible for supervisory project management, including approval of schedules and schedule changes, approval of Consultant work, payment of invoices, and coordination with other Project participants. The WFRC Project Manager assigned to this Project is Byron Head, byron.head@wfrc.utah.gov.

5. Personnel.

Consultant represents that it has, or will obtain at its own expense, all personnel required to perform the services under this Agreement and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local laws to perform such services.

6. Subcontractors.

Consultant shall not employ additional subcontractors in performance of this work unless approved in the agreed-upon scope of work or in writing by the WFRC. Subcontractors are subject to the same compensation for meals and incidentals referenced in section 8. Compensation.

7. Time Performance.

The services of Consultant are to commence immediately after the execution of this Agreement and shall be completed by the date of this Agreement unless this date is extended by contract amendment. In the

event Consultant's services are suspended, delayed, or interrupted for the convenience of the WFRC, no additional cost shall accrue and no additional compensation shall be made as a result of such suspension, delay or interruption.

8. Compensation.

It is hereby understood and agreed that CONSULTANT will complete the scope of work in Attachment B for a lump sum of \$95,000. For purposes of consultant travel, compensation for meals and incidentals will be in accordance with [GSA guidelines](#). All consultant travel must be authorized in writing by the WFRC project manager prior to expenses being incurred, and must be for the purpose of visiting the project site and/or client.

9. Method of Payment.

Consultant shall submit an electronic copy of the monthly invoice to WFRC project manager Byron Head, byron.head@wfrc.utah.gov. For all services and materials pertinent hereto, CONSULTANT shall bill WFRC monthly for the completed percentage of the tasks outlined in the scope of work within 30 days of the last day of the work period. All invoices must be numbered, and must be submitted with a monthly progress report outlining the deliverables and tasks completed to the invoice. Invoices must identify costs by key project milestones and the portion of each milestone completed. Labor hours shall be directly traceable and supported by monthly time sheets, and such documentation shall be made available to the WFRC upon request. Copies of itemized receipts, bills, sub consultant invoices, or other documentation supporting direct charges shall be made available to the WFRC upon request. To avoid imposing undue hardship on CONSULTANT, the WFRC shall pay CONSULTANT for all undisputed accounts, shown on the invoice, within 60 days after receiving the invoice subject to the timeliness of LOCAL GOVERNMENT approval. All invoices for work through the end of the WFRC fiscal year (June 30) are due to WFRC by the second week in July; this includes the work of all subconsultants and any direct expenses.

10. Records.

CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such pertinent portions of books and records to the representatives of the WFRC at all proper times. The WFRC shall have the right to examine and audit the same, and to make transcripts therefrom as necessary and to allow inspection of all work data, documents, proceedings, sub consultant transactions, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

11. Products.

This contract is for such time and materials as may be necessary to complete the tasks identified in Attachment B. All final products and project presentations to stakeholders should acknowledge the funding source, Station Area Plan Technical Assistance.

12. Disputes.

It is WFRC's desire and intent to resolve any issues arising during the Project through informal means rather than through a formal process. If CONSULTANT and the WFRC Project Manager are unable to satisfactorily resolve an issue, it shall be referred to the WFRC Executive Director for resolution prior to commencing any formal disputes resolution.

The federal Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109) will govern all formal disputes. Formal disputes or claims will be submitted in writing to the WFRC Executive Director. All disputes will be adjudicated by WFRC. After exhausting these steps, CONSULTANT may proceed with litigation.

13. Termination of Agreement.

The WFRC shall have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof. In the event of termination or upon completion of contractual obligation, all finished documents, data, studies, surveys, drawings, maps, photographs, and records prepared by CONSULTANT shall become the WFRC's property, and CONSULTANT shall be entitled to receive just and equitable compensation for any work completed to WFRC's satisfaction on such documents and other materials. Said payment to CONSULTANT or reimbursement to the WFRC (whichever the case may be) shall be based upon the time and expense records required to be kept by CONSULTANT in accordance with paragraph 10 of this Agreement.

14. Law Abiding.

CONSULTANT shall observe and comply with all federal, state and local laws, ordinances, and regulations affecting their employees, or those engaged by CONSULTANT on the project, and for any claims arising out of any acts of CONSULTANT occurring during this agency relationship. CONSULTANT will procure all necessary licenses and permits for the materials or equipment used or for the conduct of the work.

15. Trust.

CONSULTANT represents that it has not employed or retained any company or person and that it has not paid, or agreed to pay, any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from award or making of this Agreement. For breach or violation of this warranty, the WFRC shall have the right to annul this Agreement without liability.

16. Certification Regarding Debarment, Eligibility, Indictments, Convictions or Civil Judgments.

CONSULTANT represents that it or any person associated therewith in the capacity of director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of

Federal Funds, except as may be noted, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency, nor has been in the last three years.

17. Certification Regarding Restrictions on Lobbying.

CONSULTANT represents that no appropriated federal funds will be used for activities precluded by Title 31 U.S.C, Section 1352. CONSULTANT hereby certifies compliance with this provision under this Project.

18. Interest of Members of WFRC and Others.

No officer, member or employee of the WFRC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Findings Confidential.

No reports, information, data, or other Project materials given to, prepared, or assembled by CONSULTANT shall be made available to any individual or organization by CONSULTANT without the prior written approval of the WFRC, except as required by law or subpoena.

20. Publication, Reproduction and Use of Material.

No reports, maps or other documents produced under this Agreement shall be subject of an application for copyright by or on behalf of CONSULTANT. The WFRC shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement for this project or for program communications purposes. Original documents and related source files, methodological explanations, drawings, designs, and reports generated by this Agreement shall belong to and be the property of WFRC. All files associated with the completion of the scope must be provided to WFRC upon completion of the scope prior to the payment of the final invoice.

21. Limitation of Rights.

The services to be performed by CONSULTANT are intended solely for the benefit of the WFRC. Nothing contained herein shall confer any rights upon, or create any duties on, the part of CONSULTANT toward any person or persons not a party to this Agreement, including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

22. Hold Harmless.

CONSULTANT shall indemnify and save harmless the WFRC, and its officers and employees, from and against damages to property or injuries to or death of any person or persons, including property and employees of the WFRC, for claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the negligent acts, errors, or omissions of CONSULTANT, its officers, employees or others for whom the CONSULTANT is legally liable.

The WFRC shall indemnify and save harmless CONSULTANT, and its officers and employees, from and against damages to property or injuries to or death of any person or persons, including property and employees of CONSULTANT, for claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the negligent acts, errors, or omissions of the WFRC officers or employees.

23. Insurance.

CONSULTANT maintains, at its own expense, workers compensation, commercial general liability (professional liability @ \$500,000 per occurrence), and automobile liability insurance policies with limits at or above that which is reasonably required in the industry for comparable planning studies and will, upon request, furnish certificates of insurance to the WFRC.

24. Independent Contractor.

CONSULTANT shall be an independent contractor in the performance of services herein.

25. Representative of WFRC.

The WFRC's representative in the performance, implementation, and administration of this Contract shall be the member of the WFRC staff designated to act on his behalf of the Executive Director as Project Manager for this Project as identified in paragraph 4 (Project Oversight) above. All direction and official communication regarding scope, budget, and contract with the CONSULTANT from WFRC shall be from such single source.

26. Title VI Provisions

Where Title VI APPENDICES A in the remainder of this section use contractor, substitute CONSULTANT. Where the Title VI APPENDICES A in the remainder of this section uses the recipient, substitute WFRC.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

27. Disadvantaged Business Enterprise (DBE).

The contractor shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project.

- A. The contractor agrees to comply with section 1101(b) of SAFETEA-LU, 23 USC § 101 note, and USDOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and
- B. The contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub agreement supported with Federal assistance derived from the USDOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The contractor agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all



third-party contracts and sub-agreements supported with Federal assistance derived from the USDOT.

- C. If the contractor issues a purchase order or subcontracts any portion of this contract, the contractor agrees to follow the procurement procedures in the UDOT Public Transit Team Procurement Guide, located on the UDOT Public Transit website; and, FTA Circular 4220.1F, which sets forth the requirements a contractor must adhere to in the solicitation, award and administration of third-party contracts using FTA grant funding.
- D. This CONTRACT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A separate contract goal for DBE participation has not been established for this procurement.
- E. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Department deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

ATTACHMENT B

Scope of Work and Services

Fashion Place West Station Area Plan Updates 2025

Scope of Work Draft

Task 1: Project Management

The VODA team will form a Project Management Team (PMT) composed of key representatives from the VODA team, the respective Cities (Murray and Midvale), WFRC, and UTA. The PMT will be responsible for overseeing the project's implementation and ensuring alignment with all involved agencies. The group will meet on a biweekly basis to evaluate project milestones, coordinate across stakeholders, resolve emerging issues, and provide technical and strategic direction. These meetings will provide a consistent feedback loop, allowing for timely course corrections and promoting efficient decision-making.

The VODA team will lead these meetings by preparing thoughtful agendas, curating relevant background materials, and facilitating discussions. The PMT will serve as a critical mechanism for ensuring that the project remains on time and on budget, with full visibility into project progress and interagency coordination. The VODA team shall also document decisions and action items, updating the work plan as needed.

Task 1 Deliverables

Deliverables will include agendas and meeting summaries for each PMT meeting. The VODA team will also provide updated project timelines, scope adjustments, and milestone tracking documentation. These deliverables are intended to promote transparency, accountability, and continuous alignment among all partners throughout the life of the project.

Task 2: Existing Conditions Analysis

The VODA team will conduct a comprehensive review of the existing conditions analysis using the Fashion Place West Small Area Plan (adopted in February 2021) as the baseline. While the prior plan provides valuable background, changes in local context and economic dynamics require a current assessment. Updated analysis will include land use, parks and open space, utilities, transportation and other planning needs. Particular attention will be given to any geographic gaps or mismatches between the prior study area and the current Project Area, including coordination with Midvale City and UTA and UDOT representatives.

The updated analysis will evaluate housing demand and supply, cost pressures, opportunities for affordable housing, and infrastructure capacity. A key component of this task is integrating a revised housing needs assessment using city-level Moderate Income Housing Plans.

Additionally, economic viability and land readiness for development will be assessed, along with service gaps, open space access, environmental quality, and demographic trends.

Task 2 Deliverables

The VODA team will provide a detailed report including written analysis, maps, and graphics illustrating updated conditions within the Project Area. The report will summarize major opportunities, constraints, and strategic priorities for future development. This foundational work will support all subsequent planning tasks and ensure data-driven decision-making.

Task 3: Community Engagement

The VODA team, in coordination with the Cities, will design and implement a targeted engagement process to ensure that input from stakeholders informs the planning effort. Building on the earlier engagement efforts during the Small Area Plan, the VODA team will focus outreach with city officials and others the PMT deems vital to the implementation of the plan, including an update with Planning Commission and City Council. Engagement activities will provide context, elicit feedback, and foster shared understanding of priorities. A website with informational content for public reference will be established early in the process.

A key strategy will involve early engagement with key individuals to inform the planning process and test early concepts, including a meeting each with representatives from UDOT and UTA.

Task 3 Deliverables

Deliverables for this task will include a community engagement summary, documenting all activities, methods, and input received. This will include attendance records, comment summaries, survey results, and synthesized takeaways. The VODA team will ensure that the insights gained from the community are meaningfully integrated into the Station Area Vision and Concept Plan.

Task 4: Station Area Vision

Based on findings from Tasks 2 and 3, the VODA team will develop a Station Area Vision update that refines a shared direction for development, infrastructure, housing, and mobility in the Project Area. This vision will be anchored in measurable outcomes and guided by the original Small Area Plan goals, which remain broadly relevant. The VODA team will revisit these goals, apply them to new parts of the Project Area, and adjust them based on recent conditions and stakeholder input.

The Station Area Vision will include recommendations for development standards, public realm improvements, architectural guidance, and metrics related to affordable housing, transportation access, and placemaking. The VODA team will ensure that the Vision supports compliance with HB462 and reflects consensus from partner agencies including UTA and UDOT.

Task 4 Deliverables

Deliverables will include a visually engaging summary of the Station Area Vision, with goals, standards, metrics, and design guidance. Maps, diagrams, and renderings will help communicate the Vision and demonstrate its alignment with local aspirations and regional policy requirements.

Task 5: Concept Plan

Using the approved Station Area Vision as a guide, the VODA team will prepare a Concept Plan that explores development potential and multimodal improvements. The Concept Plan will be spatially specific, illustrating land use types, building forms, street networks, open space, and transit access improvements. The concept will demonstrate a buildout scenario, detailing residential and commercial square footage, parking, and public realm features. The concept will also focus on land use and policy updates to achieve city goals for the station area, including potential build out scenarios with commercial and residential square footage.

The VODA team will identify areas of synergy and potential conflict, such as balancing density with open space or aligning new development with transportation nodes. Concept Plans will be supported by data from the market analysis to ensure feasibility. The PMT will review draft alternatives and select a preferred plan for refinement.

Task 5 Deliverables

The VODA team will provide high-quality graphics, illustrative maps, and analytical summaries of each Concept Plan. The final deliverable will clearly depict the preferred development scenario and associated infrastructure strategies. This will include a set of recommendations for strategies to promote walkability, bike access, and reduced car dependence.

Task 6: Implementation Plan

The Implementation Plan will translate the preferred Concept Plan into an actionable roadmap. The VODA team will develop a detailed matrix outlining specific actions, responsible parties, timing, and estimated costs. The plan will address near-term actions (within five years) as well as longer-term vision items, phasing strategies, and funding considerations.

The VODA team will assess the financial feasibility of the proposed actions and identify available funding sources or mechanisms. The Implementation Plan will also include policy updates, potential zoning changes, catalytic development projects, and needed infrastructure upgrades. Clear roles and accountability measures will help the Cities and their partners prioritize and execute the recommended actions.

Task 6 Deliverables

Deliverables will include a formatted Implementation Plan report with a task matrix, phasing schedule, cost estimates, and funding options. The plan will also highlight any gaps or further studies needed to support successful implementation. This document will become the operational guide for carrying out the SAP recommendations.

Task 7: Final SAP and Municipal Adoption

The VODA team will synthesize all work products into a concise, accessible Station Area Plan document for municipal adoption. This final SAP will emphasize the preferred development concept and implementation plan. The VODA team will incorporate at least two rounds of review feedback from the Cities and PMT before finalizing the plan.

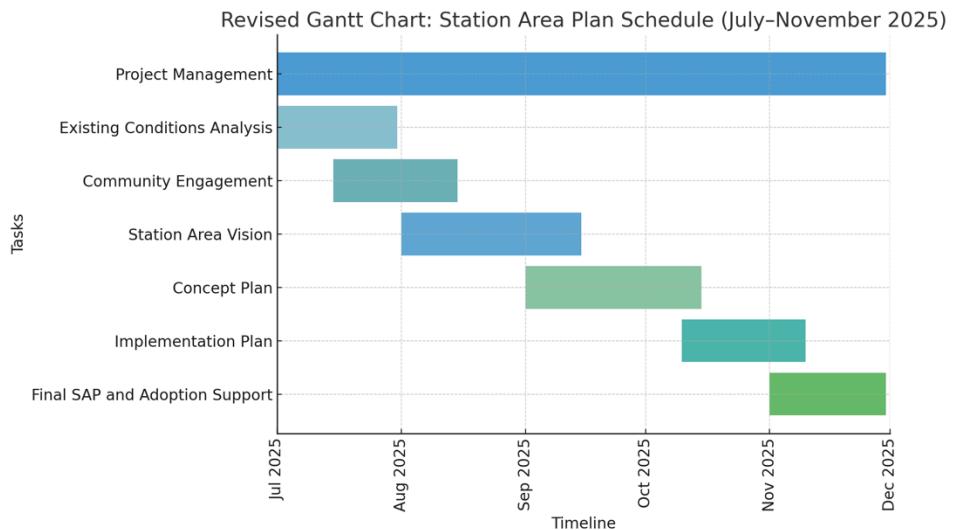


To support adoption, the VODA team will prepare presentations and meeting materials for Planning Commission, City Council, and other relevant bodies. Where needed, the VODA team will assist with public hearings, addressing questions and facilitating stakeholder understanding, including one planning commission and one city council meeting. Upon adoption, the final SAP will be packaged for digital distribution and long-term reference.

Task 7 Deliverables

The final deliverables will include a complete Station Area Plan in digital format, fully incorporating revisions and adoption requirements. Presentation materials and summary documents will also be provided for public meetings and formal approvals. The final SAP will be visually compelling, concise, and implementation-oriented.

Schedule: completion by fall 2025:



Budget Breakdown:

Task #	Task Name	Description Summary	% of Budget	Amount (\$)
1	Project Management	Biweekly meetings, coordination, admin, and documentation	10.5%	\$10,000
2	Existing Conditions Analysis	Mapping, research, housing/ market study, site and infrastructure analysis	23%	\$21,850
3	Community Engagement	Stakeholder meetings and synthesis of prior engagement findings from SAP process	9%	\$8,550
4	Station Area Vision	Goals/objectives, guidelines, design framework, HB462 alignment	11%	\$10,450
5	Concept Plan	Illustrative planning, alternatives analysis, streetscape/land use diagrams	21%	\$19,950
6	Implementation Plan	Action matrix, cost estimates, phasing, feasibility	15.5%	\$14,725
7	Final SAP and Adoption Support	Document formatting, revisions, presentations, coordination with cities	10%	\$9,475

ATTACHMENT C

Budget and Responsibilities

Budget

Fees for the above services are a lump sum of **\$95,000**.

The contributions for the project to the CONSULTANT are as follows, but funds will be distributed through WFRC:

Station Area Plan Technical Assistance: **\$95,000**.

- (1) Completion: All work shall begin within seven (7) days of the notice to proceed and shall be completed by December 31, 2025.
- (2) Project / Contract Period: The project / contract will terminate on March 31, 2026 unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the WASATCH FRONT REGIONAL COUNCIL will prepare a "Contract Modification" at their reasonable discretion that will include remaining schedule and deliverables to completion for approval by the CONSULTANT.
- (3) Should additional services be required beyond this scope, CONSULTANT will provide them on a time and materials basis as approved and funded by the requesting local government. This will all be requested and agreed to outside the scope of this contract.

Responsibilities

- (1) Certification of Insurance: The CONSULTANT must file a current Certification of Insurance to WFRC prior to beginning work.

ATTACHMENT D.1

Local Government Understanding and Agreement

Local Government Information

Local Government: Murray City
Local Government Representative: David Rodgers
Contact Address: 10 East 4800 South
Contact Email: drodgers@murray.utah.gov

The LOCAL GOVERNMENT has reviewed the consultant's qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

Further, the LOCAL GOVERNMENT will provide post-project updates to WFRC regarding project related developments at major milestones or as requested by WFRC.

A LOCAL GOVERNMENT representative, listed above or otherwise modified in writing, will manage the project with support and assistance from WFRC and will provide periodic updates of the project's progress to the LOCAL GOVERNMENT governing body, appointed boards or commissions, and interested LOCAL GOVERNMENT stakeholders.

WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

CHOOSE: Finally, it is understood that the governing body of Murray City will in earnest consider the final products for formal adoption.

Date

Mayor

ATTACHMENT D.2

Local Government Understanding and Agreement

Local Government Information

Local Government: Midvale City
Local Government Representative: Adam Olsen
Contact Address: 7505 S Holden Street
Contact Email: aolsen@midvaleut.gov

The LOCAL GOVERNMENT has reviewed the consultant's qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

Further, the LOCAL GOVERNMENT will provide post-project updates to WFRC regarding project related developments at major milestones or as requested by WFRC.

A LOCAL GOVERNMENT representative, listed above or otherwise modified in writing, will manage the project with support and assistance from WFRC and will provide periodic updates of the project's progress to the LOCAL GOVERNMENT governing body, appointed boards or commissions, and interested LOCAL GOVERNMENT stakeholders.

WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

CHOOSE: Finally, it is understood that the governing body of Midvale City will in earnest consider the final products for formal adoption.

Date

Mayor



7505 S Holden Street
Midvale, UT 84047
801-567-7200
www.MidvaleCity.org

MIDVALE CITY COUNCIL

STAFF REPORT

9/2/2025

SUBJECT

Consider Resolution No. 2025-R-45, Approving a Contract with Noland & Son Construction Co. Inc. for Execution of the 2025 Sewer Rehabilitation Project

SUBMITTED BY

Branden Anderson, City Engineer

BACKGROUND AND OVERVIEW

As part of Midvale City's ongoing efforts to improve the community's waste water systems, Bowen & Collins and Associates completed a Sewer Master Plan in April 2024. The study identified high-priority maintenance areas due to factors such as aging infrastructure, capacity issues, and future growth projections. The proposed 2025 Sewer Rehabilitation Project targets those critical areas; a similar initiative was last completed in 2019-2020.

Following procurement procedures, the City issued a request for bids to find a contractor to complete the 2025 Sewer Rehabilitation Project. Three bids were evaluated based on project approach, qualifications, and price. Noland & Son Construction Co. Inc. received the highest score from City staff and is recommended for the 2025 Sewer Rehabilitation Project, scheduled for completion by May 2026. The contract amount is \$2,616,247.00 and requires Council approval.

Staff recommends City Council approval of the contract with Noland & Son Construction Co. Inc. The legal review is complete, and given the project timeline, a suspension of the rules for approval tonight is requested.

FISCAL IMPACT

The Contract amount of \$2,616,247 will be paid out of the bond proceeds set aside for sewer infrastructure improvements.

STAFF RECOMMENDATION

Approval of the resolution.

RECOMMENDED MOTION

I move that we suspend the rules and approve Resolution No. 2025-R-45, approving a contract with Noland & Son Construction Co. Inc. for Execution of the 2025 Sewer Rehabilitation Project.

ATTACHMENTS

1. Resolution No. 2025-R-45
2. Midvale Sewer Rehabilitation Project

MIDVALE CITY, UTAH
RESOLUTION NO. 2025-R-45

**A RESOLUTION APPROVING A CONTRACT WITH NOLAND & SON
CONSTRUCTION CO. INC. FOR EXECUTION OF THE
2025 SEWER REHABILITATION PROJECT**

WHEREAS, Midvale City engaged Bowen & Collins and Associates to prepare a comprehensive sewer master plan; and

WHEREAS, City staff determined that a project should be developed to address deficiencies within the sewer system that were identified in the sewer master plan; and

WHEREAS, Bowen & Collins and Associates subsequently designed and assembled the project specifications for public advertisement in accordance with the study's findings;

WHEREAS, Midvale City publicly advertised and solicited bid proposals for the 2025 Sewer Rehabilitation Project; and

WHEREAS, upon careful evaluation of submitted proposals, City staff determined that Noland & Son Construction Co. Inc. achieved the highest ranking based on established review criteria pertaining to this project; and

WHEREAS, a Contract for the execution of the 2025 Sewer Rehabilitation Project has been prepared and duly reviewed by City staff and the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Midvale City Council that they hereby approve the selection of Noland and Son Construction Co. Inc. as the contractor for the 2025 Sewer Rehabilitation Project and authorize the Mayor to execute the Agreement Between Owner and Contractor for Construction Contract, with such other terms as required by Midvale City legal counsel.

This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 2nd day of September, 2025.

Dustin Gettel, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the City Council	“Aye”	“Nay”
Bryant Brown	<hr/>	<hr/>
Paul Glover	<hr/>	<hr/>
Bonnie Billings	<hr/>	<hr/>
Heidi Robinson	<hr/>	<hr/>
Denece Mikolash	<hr/>	<hr/>

SECTION 00 52 12
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and
between Midvale City ("Owner") and
Noland & Son Const. Co. Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: to construct *the 2025 Midvale Sewer Rehabilitation Project, complete, as described in the project plans and specifications. This project includes removal and replacement of approximately 3,200 feet of existing sewer pipe with 10-inch and 8-inch SDR 35 PVC, 6,925 feet of 8" CIPP Lining, 175 feet of 10" CIPP Lining, reconnecting existing sewer laterals, replacement of existing sewer manholes, and construction of associated facilities including laterals, miscellaneous fittings, and appurtenances associated with the pipelines.*

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Bowen Collins & Associates.
3.02 The Owner has retained Bowen Collins & Associates ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

Time is of the essence. In an effort to receive lower Bid prices the intent of the project schedule is to allow some flexibility on the start date for the project. The start date for the Work shall follow the Notice to Proceed and shall be on a date agreed upon by the Owner

and the Contractor. Work on any given schedule once begun shall be continuous. The following completion requirements shall also be met:

- A. The Work shall be substantially complete by May 25, 2026.
- B. The Work shall be ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 30, 2026.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such

Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 300 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 1.5% percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and drawings

identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached sheet index.
 - 8. Addenda.
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
- c. Change Orders.
- d. Field Orders.
- e. No Boycott.
- f. E-Verify documents.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **9-2-25** (which is the Effective Date of the Contract).

OWNER:

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

CONTRACTOR:

Noland & Son Const. Co. Inc.

By: 

Title: **President**

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: **Daniel Hill**

Title: **Project Manager**

Address for giving notices:

1350 W 7900 S

West Jordan UT 84088

License No.: **231300-5501**
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



1350 West 7900 South • West Jordan, Utah 84088
Office: 801.566.7219 • Fax: 801.566.7210

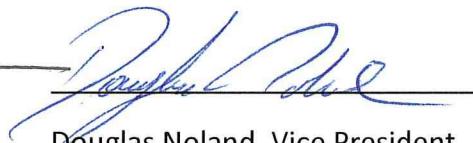
November 7, 2023

To Whom it May Concern,

The following is a list and signatures of the Corporate Officers for Noland & Son Construction Co., Inc. who has the authorization to sign for the corporation:



Kathleen Noland Dotson, President

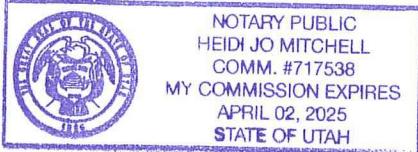


Douglas Noland, Vice President

State of Utah
County of Salt Lake

On the 7 day of NOV, 2023, personally appeared before me, Kathleen Noland Dotson and Douglas Noland, who being by me sworn, says that they are the President and Vice-President of Noland & Son Construction Co., Inc. the corporation that executed the above and foregoing statement.

Notary Public Signature & Seal


My Commission Expires 4-2-2025

Should you have any questions regarding this matter, please feel free to contact me at 801.566.7219

Sincerely,



Kathleen Noland Dotson, President



STATE OF ISRAEL AND ECONOMIC BOYCOTT AFFIDAVIT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: Noland & Son Const. Co. Inc

B. Address: 1350 W 7900 S, West Jordan, UT 84088

C. Telephone number: 801-566-7219

D. Email address: Kathleen@nolandconstruction.com

1.2 CONTRACT

A. The Contract is known as **(2025 Midvale Sewer Rehab Project)**.

PART 2 REQUIREMENTS

2.1 REPRESENTATION

A. Pursuant to Utah Code Ann. § 63G-27-201, CONTRACTOR certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott, as those terms are defined under Utah Code Ann. § 63G-27-102.

B. CONTRACTOR agrees to not engage in a boycott of the State of Israel for the duration of the Contract.

C. CONTRACTOR agrees to notify Midvale if it begins engaging in an economic boycott. CONTRACTOR's notification may be grounds for termination of the Contract.

PART 3 EXECUTION

3.1 CONTRACTOR'S ACKNOWLEDGMENT

A. CONTRACTOR's signature: 

B. Print name: Kathleen Noland Dotson

C. Title: President

D. CONTRACTOR's Utah license number: 231300-5501

State of: Utah)

) ss

County of: Salt Lake)

On this 28th day of August, in the year 2025, personally appeared before me Kathleen Noland Dotson, whose identity is personally known to me (or proven on the basis of name of document signer satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the President of Noland & Son Const. Co. Inc and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Kathleen Noland Dotson acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.


(notary signature)



(seal)

END OF DOCUMENT



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: September 2, 2025

SUBJECT: Consider Resolution No. 2025-R-53 Adopting the First Amendment to the Interlocal Cooperation Agreement Between Salt Lake County Health Department and Midvale City

SUBMITTED BY: Matt Dahl, City Manager

SUMMARY:

The Salt Lake County Health Department and Midvale City previously entered into an Interlocal Cooperation Agreement (Agreement) effective August 15, 2023, to fund the creation of the Midvale Community Coalition and hire a coalition coordinator. The coalition, rebranded as Uplift Midvale, is a dynamic, community-driven effort to reduce youth violence and promote healthy development through evidence-based strategies.

Guided by the nationally recognized Communities That Care (CTC) framework, Uplift Midvale brings together city officials, community stakeholders, and residents to build a safer and more supportive environment for youth aged 6–25. The initiative addresses key social determinants of health and safety. Uplift Midvale is currently in the planning phase of the CTC framework and intends begin implementation of broad youth oriented strategies in 2026.

The proposed First Amendment to the Agreement adds \$10,000 to CTC funding from Salt Lake County in Year 3 of the payment schedule. The revised total budget is \$1,135,000, with continued funding through June 30, 2027. The budget includes annual funding for five years for the coalition coordinator, community violence epidemiologist, and coalition operations and initiatives.

This amendment strengthens Salt Lake County's commitment to Uplift Midvale and its mission to ensure every young person feels valued, heard, and empowered to lead a healthy and fulfilling life.

A resolution has been prepared along with the proposed First Amendment for the Council's consideration.

STAFF'S RECOMMENDATION AND MOTION: I move to approve Resolution No. 2025-R-53 Adopting the First Amendment to the Interlocal Cooperation Agreement Between the Salt Lake County Health Department and Midvale City.

Attachments: [Proposed Resolution and First Amendment to Interlocal Cooperation Agreement](#)

MIDVALE CITY, UTAH
RESOLUTION NO. 2025-R-53

**A RESOLUTION ADOPTING THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATION
AGREEMENT BETWEEN SALT LAKE COUNTY HEALTH DEPARTMENT AND MIDVALE CITY**

WHEREAS, Salt Lake County Health Department (County) is a county health department created pursuant to Section 26A-1-103, Utah Code Ann., 1953 as amended, and Chapter 9.04 of the Salt Lake County Code of Ordinances; and

WHEREAS, Midvale City (City) is a body corporate and politic of the State of Utah; and

WHEREAS, the Parties are public agencies authorized by the Utah Interlocal Cooperation Act 11-13-101, et seq., UCA (the Act), to enter into agreements with each other that will enable them to make the most efficient use of their powers; and

WHEREAS, the parties entered into an Agreement on August 15, 2025 (Agreement) to fund a formal community coalition to help build community capacity to address youth incidences of violence through an integrated community, public health, and public safety approach; and

WHEREAS, Midvale City created the Uplift Midvale community coalition to fulfill the terms of the Agreement; and

WHEREAS, the Parties now desire to amend the Agreement to add \$10,000 to the funding schedule in Year 3; and

WHEREAS, the Parties have reviewed the proposed First Amendment and find the terms and conditions to be acceptable.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE, UTAH:

Section 1. The City Council hereby approves the First Amendment to the Agreement, effective upon execution by the Parties.

Section 2. The City Council hereby authorizes Mayor Gettel to execute the First Amendment to the Agreement subject to such other terms and conditions as recommended by legal counsel.

Section 3. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 2nd day of September 2025.

Dustin Gettel, Mayor

Voting by the City Council	"Aye"	"Nay"
Denece Mikolash	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Bonnie Billings	_____	_____

ATTEST:

Rori L. Andreason, MMC
City Recorder

FIRST AMENDMENT
to
AGREEMENT
between
SALT LAKE COUNTY
For its Salt Lake County Health Department
and
MIDVALE CITY

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2025, by and between Salt Lake County, a body corporate and politic of the State of Utah, on behalf of its Health Department (“County”), and **MIDVALE CITY**, also a boy corporate and politic of the State of Utah (“Midvale”). County and Midvale are collectively referred to hereafter as the “Parties.”

RECITALS

WHEREAS, on or about August 15, 2023 the Parties entered into an Agreement (County Contract #HLT23MIDVALE (“Agreement”)) whereby County agreed to provide funding to Midvale so that Midvale may hire for and develop a formal community coalition that will help build community capacity to address youth incidences of violence through an integrated community, public health, and public safety approach; and

WHEREAS, the Agreement is effective August 15, 2023, through June 30, 2027 (“Initial Term”); and

WHEREAS, the Parties now desire to amend the Agreement to add funding and to update the payment schedule.

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants and agreements contained in the Agreement and this First Amendment, the Parties covenant and agree as follows:

1. To amend Section 5 of the Agreement, entitled “Payment Schedule”, to include the following:

\$10,000.00 in CTC funds shall be added to Year 3 (July 1, 2024-June 30, 2025) of the Agreement.

2. To amend Section 5 of the Agreement, entitled “Payment Schedule”, to:

Table 1: Budget by State Fiscal Year (SFY)

SFY23	\$0
SFY24	\$300,000
SFY25	\$300,000 \$10,000 CTC
SFY26	\$300,000
SFY27	\$225,000
Total Budget	\$1,135,000

Table 2: Cost Sheet by Component

	Year 1	Year 2	Year 3	Year 4	Year 5	Contract Total
Full time Coalition Coordinator for Midvale Youth Violence and Community Safety Coalition for Midvale City	\$0.00	\$100,000.00	\$100,000.00	\$100,000.00	\$75,000.00	\$375,000.00
Full time Community Violence Epidemiologist to support the coalitions	\$0.00	\$150,000.00	\$150,000.00	\$150,000.00	\$112,500.00	\$562,500.00
Salt Lake County Health Department Funding for coalition operations and initiatives	\$0.00	\$50,000.00	\$50,000.00	\$50,000.00	\$37,500.00	\$187,500.00
CTC Funding	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00
Grand Total	\$0.00	\$300,000.00	\$310,000.00	\$300,000.00	\$225,000.00	\$1,135,000.00

3. All other terms and conditions of the underlying Agreement not specifically amended herein shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year recited above.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

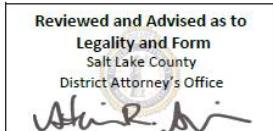
HEALTH DEPARTMENT

By: _____
Dorothy Adams
Executive Director

Date: _____

Div Director JS

MIDVALE CITY



By: _____

Printed Name: _____

Title: _____

Date: _____